



**AGREEMENT BETWEEN THE
CITY OF PEMBROKE PINES AND
RTS WATER SOLUTIONS, LLC**

THIS AGREEMENT (“Agreement”) is dated 11/8/2021, and is entered into by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

RTS WATER SOLUTIONS, LLC, a Foreign Limited Liability Company, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a primary business address of **9240 NW 63rd Street, Unit 6, Parkville, MO 64152** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **April 15, 2021**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **provide services related to the replacement of aging residential water meters throughout the CITY**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**Invitation for Bids (ITB) # PSUT-21-03
“Water Meter Installation Project”**

1.2 On **June 1, 2021**, the bids were opened at the office of the City Clerk.

1.3 On _____, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into this Agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services related to the **replacement of aging residential water meters throughout the CITY**, as more particularly described in, and in accordance with the Scope of Work outlined in the specifications, **ITB # PSUT-21-03**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



2.8 CONTRACTOR shall not utilize the services of any subcontractor without first obtaining the CITY's prior written approval.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed pursuant to this Agreement shall be commenced after CITY's execution of this Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The CITY hereby agrees that it shall not issue the Notice to Proceed until such time that CONTRACTOR has procured and taken delivery of all necessary materials needed to complete the services described herein. The work shall be completed within **TWO HUNDRED SEVENTY (270)** calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR monthly for work that has been completed, inspected, and properly invoiced pursuant to this Agreement. The total amount of compensation paid to CONTRACTOR pursuant to this Agreement shall not exceed **FOUR MILLION ONE HUNDRED FIVE THOUSAND SEVEN HUNDRED THIRTY DOLLARS AND NINETY-NINE CENTS (\$4,105,730.99)**, which includes an owner's contingency in the amount of **TWO HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED TWENTY-EIGHT DOLLARS AND FIVE CENTS (\$257,928.05)**, and an owner's allowance in the amount of **EIGHT HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS AND THIRTY CENTS (\$813,355.30)**.

4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. In addition, CITY shall utilize the owner's contingency to reimburse CONTRACTOR for



the related permit, license, impact or inspection fees. Payments will be made to CONTRACTOR based on the actual cost of permits upon submission of paid permit receipts. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner's contingency or allowance without the expressed prior written approval of the CITY's authorized representative.** Any owner's contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any owner contingency expenses or allowances that were approved by the CITY's authorized representative. If the permit fees exceed the owner's contingency indicated, CITY will reimburse the contractor the actual amount of the permit fees required for project completion.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of five percent (5%) will be deducted from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) days, from the date the CITY's Public Services Department Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Department Director or his or her designee. Payment will be made to CONTRACTOR at:

**RTS WATER SOLUTIONS, LLC
9240 NW 63rd Street, Unit 6,
Parkville, MO 64152**

ARTICLE 5 WAIVER OF LIENS

Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as from all suppliers and subcontractors whom have worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.



ARTICLE 6 **WARRANTY**

CONTRACTOR warrants its work against defect for a period of one (1) year following the date of installation and final inspection for each meter installed by CONTRACTOR pursuant to this Agreement. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period shall not begin until installation and final inspection for each meter has been completed by CITY.

ARTICLE 7 **CHANGES IN SCOPE OF WORK**

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Work, as described in **Exhibit "A,"** to be provided pursuant to this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 While requesting changes that would increase, decrease, or otherwise modify the Scope of Work CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

ARTICLE 8 **PAYMENT & PERFORMANCE BOND**

8.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a payment and performance bonds, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:



B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the contract value.** The performance bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The payment bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of §255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 9 **INDEMNIFICATION**

9.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY, 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 negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

9.2 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.

9.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



9.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 10 **INSURANCE**

10.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

10.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE.



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ 10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

✓ 10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)



Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

* 10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

10.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

* 10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

* 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required



remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x

10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

x

10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x

10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x

10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

x

10.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's



Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11 **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of



race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13

TERMINATION

13.1 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **fourteen (14) business days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.



13.2 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 14 **AGREEMENT SUBJECT TO FUNDING**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15 **UNCONTROLLABLE FORCES**

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15.3 Notwithstanding any language contained herein to the contrary, the Parties specifically acknowledge and agree that any delays experienced by CONTRACTOR that are specifically related to the COVID-19 pandemic (including material procurement delays, labor issues, etc.), shall constitute excusable delay, provided that CONTRACTOR provides CITY with reasonable written notice, justification, and support regarding the reason or reasons the COVID-19 pandemic has specifically caused a delay which could not have been reasonably prevented or avoided by CONTRACTOR.

ARTICLE 16 **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising



out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17
SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 18
DEFAULT OF CONTRACT & REMEDIES

18.1 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to the CITY, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to perform pursuant to the terms of this Agreement, CITY may elect to collect liquidated damages for each day CONTRACTOR is in breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, **FIVE HUNDRED DOLLARS (\$500.00)** for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.3.1 The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

18.3.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such



cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

18.3.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.3.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.4.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.4.2 CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.4.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.



18.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **BANKRUPTCY**

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20 **MERGER; AMENDMENT**

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 21 **DISPUTE RESOLUTION**

21.1 Operations During Dispute.

21.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

21.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 22 **PUBLIC RECORDS**

22.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:



22.1.1 Keep and maintain public records required by the CITY to perform the service;

22.1.2 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, Fla. Stat., or as otherwise provided by law;

22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

22.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 23
SCRUTINIZED COMPANIES**

23.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:



23.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.1.2.2 Is engaged in business operations in Syria.

ARTICLE 24

EQUAL BENEFITS FOR EMPLOYEES

24.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

24.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

24.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

24.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic



Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

24.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 25
EMPLOYMENT ELIGIBILITY

25.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

25.1.1 **Definitions for this Section.**

25.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

25.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

25.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

25.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

25.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

25.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

25.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of



the contract with the City of Pembroke Pines; and

25.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 26 **MISCELLANEOUS**

26.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

26.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

26.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

26.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained



herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

26.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

26.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: **ATTN: Francis Wheeler**
RTS WATER SOLUTIONS, LLC
9240 NW 63rd Street, Unit 6,
Parkville, MO 64152
Telephone No. (816) 880-6600

26.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

26.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.



26.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

26.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

26.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

26.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

26.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement, including any damage that may be caused by subcontractors engaged by CONTRACTOR pursuant to this Agreement. Notwithstanding the foregoing, CONTRACTOR shall not be responsible for damage caused by third-parties unrelated to and not under the supervision of CONTRACTOR.

26.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

26.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

SIGNATURE PAGE FOLLOWS



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

RTS WATER SOLUTIONS, LLC

Signed By: Francis Wheeler

Name: Francis Wheeler

Title: Vice President



Water Meter Installation Project

Invitation for Bids # PSUT-21-03

General Information		
Project Cost Estimate	\$3,800,000	See Section 1.4
Project Timeline	270 calendar days from issuance of CITY's Notice to Proceed.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Question Due Date	May 4, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on May 18, 2021	See Section 1.8
5% Proposal Security / Bid Bond	Required.	See Section 4.1
100% Payment and Performance Bonds	Required.	See Section 4.2

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



Table of Contents

SECTION 1 - INSTRUCTIONS 5

 1.1 NOTICE 5

 1.1.1 VIRTUAL BID OPENING..... 5

 1.2 PURPOSE 6

 1.3 SCOPE OF WORK..... 6

 1.4 PROJECT COST ESTIMATE & TIMELINE..... 7

 1.5 PROPOSAL REQUIREMENTS 7

 1.5.1 Attachment A: Contact Information Form..... 8

 1.5.2 Attachment B: Non-Collusive Affidavit 8

 1.5.3 Attachment C: Proposer’s Background Information 8

 1.5.4 Attachment F: References Form 8

 1.5.5 Attachment I: Certification to Hire Local..... 8

 1.5.6 Listing of Work that is Not Completed of in Default 8

 1.5.7 Key Personnel Information 9

 1.5.8 Project Organization Chart 9

 1.5.9 Quality Assurance and Control Program 9

 1.5.10 Proposal Security (Bid Bond Form or Cashier’s Check)..... 9

 1.6 VENDOR REGISTRATION DOCUMENTS 10

 1.6.1 Vendor Information Form..... 10

 1.6.2 Form W-9 (Rev. October 2018)..... 10

 1.6.3 Company Profile 11

 1.6.4 Commodity Codes 11

 1.6.5 Sworn Statement on Public Entity Crimes Form..... 11

 1.6.6 Local Vendor Preference Certification 11

 1.6.7 Local Business Tax Receipts 11

 1.6.8 Veteran Owned Small Business Preference Certification 11

 1.6.9 Equal Benefits Certification Form 11

 1.6.10 Vendor Drug-Free Workplace Certification Form 11

 1.6.11 Scrutinized Company Certification..... 11

 1.6.12 E-Verify System Certification Statement 11

 1.6.13 Applicable State and Local Licenses 12

 1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION 12



1.8	TENTATIVE SCHEDULE OF EVENTS	12
1.9	SUBMISSION REQUIREMENTS	12
SECTION 2 - INSURANCE REQUIREMENTS		14
SECTION 3 - GENERAL TERMS & CONDITIONS.....		20
3.1	EXAMINATION OF CONTRACT DOCUMENTS	20
3.2	CONFLICT OF INSTRUCTIONS	20
3.3	ADDENDA or ADDENDUM	20
3.4	INTERPRETATIONS AND QUESTIONS	20
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	20
3.6	WARRANTIES FOR USAGE	21
3.7	BRAND NAMES.....	21
3.8	QUALITY	21
3.9	SAMPLES.....	21
3.10	DEVELOPMENT COSTS	21
3.11	PRICING.....	21
3.12	DELIVERY POINT	21
3.13	TAX EXEMPT STATUS	21
3.14	CONTRACT TIME	21
3.15	COPYRIGHT OR PATENT RIGHTS	22
3.16	PUBLIC ENTITY CRIMES	22
3.17	CONFLICT OF INTEREST	22
3.18	FACILITIES	22
3.19	ENVIRONMENTAL REGULATIONS.....	22
3.20	SIGNATURE REQUIRED.....	23
3.21	MANUFACTURER’S CERTIFICATION.....	23
3.22	MODIFICATION OR WITHDRAWAL OF PROPOSAL	23
3.23	PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS	23
3.24	RESERVATIONS FOR REJECTION AND AWARD.....	24
3.25	BID PROTEST	24
3.26	INDEMNIFICATION.....	24
3.27	DEFAULT PROVISION	24
3.28	ACCEPTANCE OF MATERIAL.....	25
3.29	LOCAL GOVERNMENT PROMPT PAYMENT ACT	25
3.30	SCRUTINIZED COMPANIES LIST	25



3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS 26

3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES.... 27

3.33 CONE OF SILENCE 27

3.34 E-VERIFY 27

SECTION 4 - SPECIAL TERMS & CONDITIONS 29

4.1 PROPOSAL SECURITY 29

4.2 PAYMENT AND PERFORMANCE BONDS 29

4.3 OWNER’S CONTINGENCY 30

4.4 TAX SAVER PROGRAM 30

4.5 RELEASE OF LIEN 30

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS 30

ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposers Background Information (**PSUT-21-03**)
- Attachment D: Sample Insurance Certificate
- Attachment E: Specimen Contract - **Construction Agreement**
- Attachment F: References Form
- Attachment G: Standard Release of Lien Form
- Attachment H: Contract Documents
- Attachment I: Certification to Hire Local



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # PSUT-21-03 Water Meter Installation Project

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the “Ask a Question” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “Question Due Date” stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, May 18, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk’s Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device’s audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, interested in providing services for the replacement of aging residential water meters, 20-years old or older, throughout the City. The replacement will be by route, totaling approximately 16,272 of Owner-Supplied water meters, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 SCOPE OF WORK

The following is a general description of the work included; it is not intended to be complete. Consult Attachment H – Contract Documents for Scope of Work requirements.



In addition, please refer to subsection 1.02 “Qualifications” located Section 01000 “Project Description” of Attachment H, for additional information on requirements on vendor qualifications and information required for submittal.

Furnish all labor, materials, equipment and incidentals required to install, complete, and ready for operation, Owner Furnished domestic water meters, backflow prevention devices, water meter boxes and associated work.

The water meters to be replaced are located on various meter-reading routes throughout the City. Please follow the below link to see the location of the subject routes. The total number of meters, routes, etc. are subject to final quantities at the time of Commencement.

<https://pembrokepines.maps.arcgis.com/apps/inspect/index.html?appid=6fcc1e2272fc42a59360a86f7516b0b9>

The Work will be performed on a Work Order basis. Prior to Work on each route, the Contractor shall walk the Route with the City Representative who will determine the number of meters and backflow prevention devices to be replaced, the number of meter boxes to be replaced adjusted, etc. and as well as other work necessary to complete each route based on the Unit Price Schedule.

The City shall direct-purchase the water meters to be changed. The City shall store shipments of water meters at City facilities based on shipping timeframes and quantities as determined and coordinated by the Contractor and the City’s Meter Supplier.

1.4 PROJECT COST ESTIMATE & TIMELINE

Staff estimates this project to cost approximately \$3,800,000 excluding Owner Contingency and Allowances.

It is anticipated that there will be no permit costs.

The work shall be completed within 270 calendar days from issuance of CITY’s Notice to Proceed.

The City shall determine the amount of the Owner’s Contingency and Allowances at time of award. The Owner’s Contingency and Allowances may be based on a specified percent of the proposed project amount and shall be established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor’s overall offer to determine the total potential dollar value of the contract. Any Owner’s Contingency or Allowance funds that have not been utilized at the end of the project will remain with the City.

1.5 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder’s submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this



section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1.5.1 Attachment A: Contact Information Form

- a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.
- b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
- c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.

1.5.2 Attachment B: Non-Collusive Affidavit

1.5.3 Attachment C: Proposer's Background Information

1.5.4 Attachment F: References Form

- a. Complete **Attachment F: References Form**, preferably where the team was the same. References should be for a minimum of three projects from the last five years of a similar scope and size and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.
- b. Please note that for the "Size of project" field on the form, the proposer should list the quantity of meters installed and replaced.

1.5.5 Attachment I: Certification to Hire Local

1.5.6 Listing of Work that is Not Completed of in Default



- a. The Contractor shall submit a listing of all work that has been awarded to the Contractor but is currently not completed or in default, along with a statement explaining the reason for the uncompleted work or default.

1.5.7 Key Personnel Information

- a. The following information shall be furnished for each key member of the project team that will be responsible for coordinating efforts that may affect the Meter's operations:
 - 1) Relevant experience record including a minimum of 5-years water meter installation experience for key personnel.
 - 2) Provide a description of the responsibilities the key personnel will assume.
- b. Please note that contractor's employees must be trained, permanent and shall maintain a professional appearance. Employees must wear a marked shirt identifying the Contractor's company including identification badges, drive a marked vehicle and must speak fluent English.

1.5.8 Project Organization Chart

- a. Please provide a Project organization chart.

1.5.9 Quality Assurance and Control Program

- a. Describe the Contractor's quality assurance and control programs for the replacement and installation of water meters.
- b. A copy of the plan and program should be provided. This should include personnel, equipment, financial management and product quality.
- c. Provide specific examples of how the program(s) have been effective.

1.5.10 Proposal Security (Bid Bond Form or Cashier's Check)

- a. Each Proposal should be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.
- b. Contingency is not to be counted in the total amount the proposal security is based on.
- c. Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync.



- d. Proposers should also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive.
- e. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-21-03 Water Meter Installation Project**" and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.
- f. Please see SECTION 4 - SPECIAL TERMS & CONDITIONS of this RFP for additional information.

1.6 VENDOR REGISTRATION DOCUMENTS

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to purchasing@ppines.com to help facilitate the implementation process.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be found at <https://www.ppines.com/784/Vendor-Registration> and can be completed prior to the bidding process and do not need to be attached to your submittal.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)



- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile

1.6.4 Commodity Codes

1.6.5 Sworn Statement on Public Entity Crimes Form

1.6.6 Local Vendor Preference Certification

- a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
- b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.
- c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.7 Local Business Tax Receipts

1.6.8 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.9 Equal Benefits Certification Form

1.6.10 Vendor Drug-Free Workplace Certification Form

1.6.11 Scrutinized Company Certification

1.6.12 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that



vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).

- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.13 Applicable State and Local Licenses

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	April 13, 2021
Question Due Date	May 4, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	May 10, 2021
Proposals will be accepted until	2:00 p.m. on May 18, 2021
Proposals will be opened at	2:30 p.m. on May 18, 2021
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD
Issuance of Notice to Proceed	TBD
Project Commencement	TBD
Project Completion	270 days after NTP

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on May 18, 2021.**

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and



provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked “**BID SECURITY - IFB # PSUT-21-03 Water Meter Installation Project**” and sent to the City of Pembroke Pines, City Clerk’s Office, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY 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 Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ 2.6.2 Workers’ Compensation and Employers’ Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

1. Workers’ Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



Yes No

✓ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- 1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

✓ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer’s Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

- 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence



basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- * 2.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to



analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the “**Ask a Question**” option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the “**Question Due Date**” stated in the solicitation. Questions received after “**Question Due Date**” shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact their BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("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 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer'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 Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer 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 Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

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. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer 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.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City’s Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.34 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) “Contractor” means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's

E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Requirements: Each Proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than five percent (5%) of the amount of the base Proposal price.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - IFB # PSUT-21-03 Water Meter Installation Project**" and sent to the:

City of Pembroke Pines,
City Clerk's Office, 4th Floor,
601 City Center Way,
Pembroke Pines, Florida, 33025.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

4.2 PAYMENT AND PERFORMANCE BONDS

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence



satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 100% of the contract price.** The performance bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City

Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

4.4 TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

4.5 RELEASE OF LIEN

Contractor must provide an executed Partial/Final Release of Lien utilizing the City's standard Release of Lien Form in order for the City to release any payments to the Contractor.

4.6 SOLID WASTE CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION AND DISPOSAL REQUIREMENTS

The City of Pembroke Pines has an exclusive solid waste franchise agreement with Waste Pro of Florida, Inc. for the collection and



disposal of all solid waste including construction and demolition (C & D) debris. All applicants for bids to perform construction work for the City of Pembroke Pines shall be subject to the requirements found in the City's exclusive solid waste franchise agreement and must contract Waste Pro of Florida, Inc. for the collection and disposal of all construction and demolition debris generated at such construction job sites.

For the current applicable rates and fees for Waste Pro of Florida, Inc. dumpsters, roll-off containers, and other related solid waste service equipment needs, please contact David Perez, Waste Pro's Pembroke Pines Sales Representative at (954) 967-4200 or dperez@wasteprousa.com.

For further information related to the solid waste franchise requirements, please contact Rose Colombo, Solid Waste Franchise Agreement Contract Manager, at (954) 518-9011 or rcolombo@ppines.com.

For solid waste franchise enforcement questions, please contact the City of Pembroke Pines Code Compliance Unit at (954) 431-4466.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH PSUT-21-03 titled “Water Meter Installation Project” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input type="checkbox"/>
Attachment C - Proposer’s Background Information	Yes <input type="checkbox"/>
Attachment F - References Form	Yes <input type="checkbox"/>
Attachment I - Certification to Hire Local	Yes <input type="checkbox"/>
Listing of Work that is Not Completed of in Default	Yes <input type="checkbox"/>
Key Personnel Information	Yes <input type="checkbox"/>
Project Organization Chart	Yes <input type="checkbox"/>

Quality Assurance and Control Program	Yes <input type="checkbox"/>
Does your proposal include a Proposal Security (Bid Bond or Cashier's Check) along with a Payment and Performance Bond? (See Bid Package for details)	Yes <input type="checkbox"/>

Other Qualifications as outlined in subsection 1.02 "Qualifications" of Attachment H "Contract Documents" Section 01000 "Project Description":

Is your firm pre-qualified or certified by the City's meter supplier, Neptune Technology Group, for the installation of their meters?	Yes <input type="checkbox"/>
<i>If bidders have not already been pre-qualified or certified by Neptune Technology Group, they may contact Neptune Technology Group to obtain the pre-qualification or certification prior to the award of the contract.</i>	Not Yet <input type="checkbox"/>
Will your firm self-perform all of the Work?	Yes <input type="checkbox"/>
Has your firm completed a minimum of three projects of similar scope and size in the last five years?	Yes <input type="checkbox"/>
Is your firm continuously engaged in providing services of installing residential and commercial water meters?	Yes <input type="checkbox"/>
Is your firm presently engaged in the provision of these services?	Yes <input type="checkbox"/>

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes <input type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input type="checkbox"/>
Company Profile	Yes <input type="checkbox"/>
Commodity Codes	Yes <input type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input type="checkbox"/>
Local Vendor Preference Certification	Yes <input type="checkbox"/>
Local Business Tax Receipts	Yes <input type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input type="checkbox"/>
Equal Benefits Certification Form	Yes <input type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input type="checkbox"/>
Scrutinized Company Certification	Yes <input type="checkbox"/>
E-Verify System Certification Statement	Yes <input type="checkbox"/>
Applicable State and Local Licenses	Yes <input type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Unit Prices provided by the Contractor below which are not commensurate with current, accepted unit prices for similar work will be grounds for an imbalanced bid, will not be accepted and may be cause for Bid rejection.

A) Base Bid: Install Owner Furnished Meters & Install &/or Furnish Meter Appurtenances. Prices to include all materials, freight, labor and warranties where applicable.

Item #	Item Description	Unit Price	Estimated Quantity	Unit of Measure	Total Cost
1)	Installation of Owner Furnished Meters	Price to be Submitted Via BidSync	16272	Each	Price to be Submitted Via BidSync
2)	Furnish Single Meter Box (choose one from Specifications)	Price to be Submitted Via BidSync	6509	Each	Price to be Submitted Via BidSync
3)	Install Single Meter Box (at the same time as the meter)	Price to be Submitted Via BidSync	6509	Each	Price to be Submitted Via BidSync
4)	Furnish Double Meter Box (choose one from Specifications)	Price to be Submitted Via BidSync	3254	Each	Price to be Submitted Via BidSync
5)	Install Double Meter Box (at the same time as the meters)	Price to be Submitted Via BidSync	3254	Each	Price to be Submitted Via BidSync
6)	Furnish Dual Check Valve (Watts DuC or equal)	Price to be Submitted Via BidSync	16272	Each	Price to be Submitted Via BidSync
7)	Dual Check Valve Installation (at the same time as meter)	Price to be Submitted Via BidSync	16272	Each	Price to be Submitted Via BidSync

B) Unit Price Schedule: The following unit prices are provided for City use in the addition or deletion of items required for complete and proper execution of the Contract as determined by the City.

Item #	Item Description	Unit Price	Quantity	Unit of Measure	Total Cost
1)	Replace angle stop	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync
2)	Repair or line break	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync
3)	Service Line Extension (relocate sidewalk meters to back of walk)	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync
4)	Sidewalk Replacement (5'x4', 4" thick)	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync
5)	Furnish Antenna Booster	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync



NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company



PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Provide the firm's name, address, and the telephone number of the main office and any branch office which will be involved in any way with the project.

2) Include a brief introduction describing the experience of the contractor, the size of the contractor, and the services provided by the contractor.

3) Under what former name has your business operated? Include a description of the business.

4) At what address was that business located?

5) Have you ever failed to complete work awarded to you. If so, when, where and why?

6) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

7) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

- 8) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

- 9) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

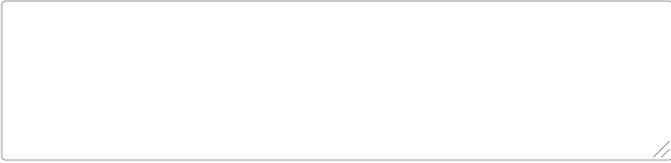
- 10) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

- 11) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

- 12) Are you an Original provider sales representative distributor, broker, manufacturer, other, of the commodities/services proposed upon? If other than the original provider, explain below.

- 13) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

- 14) Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:



The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:

Completion (Anticipated) Date:

Size of project:

Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



CERTIFICATION TO HIRE LOCAL

A Contractor awarded a Contract pursuant to this competitive solicitation shall certify that they will hire **at least 30% of their Labor Force from the Local Area.**

The Local Area shall be defined as a primary residence within the City of Pembroke Pines.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its payroll for employees assigned to provide services related to this specific solicitation/contract.

Payroll records shall be submitted with a calculation showing that the Contractor is meeting the requirement to provide at least 30% of their Labor Force from the Local Area, on a monthly basis with the pay application request, and shall include:

- The name and ID number of every employee who works on site.
- Each employee's address of primary residence (State and City)
- Each employee's job classification (e.g. carpenter, electrician, etc.).
- The number of hours each employee worked, including overtime.
- Every employee's rate of pay, including fringe benefits (or cash paid in lieu of fringe benefits).
- Every employee's gross amount earned.
- Every employee's deductions or withholdings.
- Every employee's net wages paid.

If the Contractor is utilizing sub-contractors to provide these services, the same requirement will be required for the sub-contractor(s). 30% of the Contractor and any applicable Sub-contractor(s) combined labor force shall be hired from the Local Area.

The Contractor and any applicable sub-contractors shall verify the laborer's eligibility for local hiring by requiring the laborer to provide a Florida driver's license with a local address or a comparable form of identification for address verification purposes and capturing this information for record purposes.

Prior to the commencement of services, the Contractor shall provide a plan to the City's project manager to address how the Contractor intends to meet the requirements to hire at least 30% of their Labor Force from the Local Area.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements as outlined above and agrees to comply with said requirements to hire local.

Place a check mark here only if affirming bidder **will comply fully** with the above requirements.

Place a check mark here only if affirming bidder **will not** meet the above requirements.

This certification shall be signed by an authorized representative of the Contractor. Failure to provide such certification may result in a Contractor being deemed non-responsive. In addition, failure to comply with this requirement throughout the course of the agreement may be grounds for termination of the agreement.

COMPANY NAME:

REPRESENTATIVE NAME / SIGNATURE:

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

<p>PRODUCER</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
<p>INSURERS AFFORDING COVERAGE</p>	
<p>INSURED</p> <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 24px; font-weight: bold;"> YOUR COMPANY NAME HERE </div>	<p>INSURER A: </p> <p>INSURER B: </p> <p>INSURER C: </p> <p>INSURER D: </p> <p>INSURER E: </p> <div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold;"> Companies providing coverage </div>

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS												
	<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc</p>	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$												
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>	SAMPLE CERTIFICATE															
	<p>GARAGE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
	<p>EXCESS LIABILITY</p> <p>OCCUR <input type="checkbox"/> CLAIMS MADE</p> <p>DEDUCTIBLE</p> <p>RETENTION \$</p>				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">WC STATU-TORY LIMITS</td> <td style="width:10%;">OTH-ER</td> <td style="width:80%;"></td> </tr> <tr> <td colspan="2"></td> <td>E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2"></td> <td>E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER				E.L. EACH ACCIDENT \$			E.L. DISEASE - EA EMPLOYEE \$			E.L. DISEASE - POLICY LIMIT \$
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		E.L. DISEASE - EA EMPLOYEE \$															
		E.L. DISEASE - POLICY LIMIT \$															
	<p>OTHER</p>																

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

<p>CERTIFICATE HOLDER</p> <p>City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025</p>	<p>ADDITIONAL INSURED; INSURER LETTER:</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN LEFT.</p>
		City Must Be Named as Certificate Holder
		<p>AUTHORIZED REPRESENTATIVE</p>



CONSTRUCTION AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of _____, 2020, by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type» as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission_Award_Date», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service Description**», ("Property") as more particularly described in, and in accordance with the Scope of Services outlined in the specifications, "«**Solicitation_Type_Abbreviation**» # «**Solicitation_Number**»", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



2.8 Return of Keys Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed. The work shall be completed within «DaysToCompleteProject» calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.2 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.3 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced «Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»), which includes a «Contingency_Fee_Percent» owner's contingency fee of «Contingency_Fee_Written» («Contingency_Fee_Numerical») and a «Permit_Fee_Percent» permit allowance of «Permit_Fee_Written» («Permit_Fee_Numerical»).



4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency or Allowance without the expressed prior written approval of the CITY's authorized representative.** Any Owner's Contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses or allowances that were approved by the CITY's authorized representative.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of ten percent (10%) will be deducted from monthly payments until fifty percent (50%) of the project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.2 **Method of Billing and Payment.**

4.2.1 The CITY shall within thirty (30) days, from the date the CITY's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his or her assignees.

4.2.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5 WAIVER OF LIENS

5.1 Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6 WARRANTY

6.1 CONTRACTOR warrants the work against defect for a period of one (1) year from the



date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid document.

ARTICLE 7 **CHANGES IN SCOPE OF WORK**

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8 **PAYMENT & PERFORMANCE BOND**

8.1 Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a payment and performance bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide CITY with evidence satisfactory to CITY, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

8.2 Two (2) separate bonds are required and both must be approved by the CITY. **The penal sum stated in each bond shall be 100% of the contract value.** The performance bond shall be conditioned upon the CONTRACTOR's performance of the work in the time and manner prescribed in the Agreement. The payment bond shall be conditioned upon the CONTRACTOR's promptly making payments to all persons who supply the CONTRACTOR with labor, materials and supplies



used directly or indirectly by the CONTRACTOR in the prosecution of the work provided for in this Agreement and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the carrying out of said Agreement which the CITY may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record the aforesaid payment and performance bonds in the public records of Broward County, and CONTRACTOR shall be responsible for payment of all recording costs.

ARTICLE 9 **INDEMNIFICATION**

9.1 Pursuant to Section 725.06, Florida Statutes, the Parties agree that one hundred percent (100%) of the total compensation paid to CONTRACTOR for the work under this Agreement shall constitute specific consideration to CONTRACTOR for the indemnification to be provided under this Agreement. CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

9.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 10 **INSURANCE**

10.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY 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 Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors.



The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- 10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:



1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 10.6.2 Workers’ Compensation and Employers’ Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers’ Compensation Insurance with limits of liability no less than:

1. Workers’ Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- 10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)



Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer’s Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- 10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR’s completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.



Yes No

- 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer’s or third person’s computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

- 10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.



The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 10.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- 10.6.13 Other Insurance



10.7 REQUIRED ENDORSEMENTS

10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

10.7.2 Waiver of all Rights of Subrogation against the CITY.

10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

10.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.

10.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.

10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

11.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to



employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12

INDEPENDENT CONTRACTOR

12.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13

TERMINATION

13.1 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **seven (7) business days** of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

13.2 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 14

AGREEMENT SUBJECT TO FUNDING

14.1 This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines



in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15 **UNCONTROLLABLE FORCES**

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 **GOVERNING LAW AND VENUE**

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17 **SIGNATORY AUTHORITY**

17.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 18 **DEFAULT OF CONTRACT & REMEDIES**

18.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the



Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, «**Liquidated Damages Amount Written**» (\$«**Liquidated Damages Amount**»») for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.1.3 Correction of Work. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.2 Default of Contract. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

18.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

18.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.



18.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **BANKRUPTCY**

19.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20 **MERGER; AMENDMENT**

20.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and



CITY with the same formality and equal dignity herewith.

ARTICLE 21 **DISPUTE RESOLUTION**

21.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

21.2 **Operations During Dispute.**

21.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

21.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 22 **PUBLIC RECORDS**

22.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

22.1.1 Keep and maintain public records required by the CITY to perform the service;

22.1.2 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, Fla. Stat., or as otherwise provided by law;

22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining



in its possession after the CONTRACTOR transfers the records in its possession to the CITY;
and

22.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

22.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 18** of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 23
MISCELLANEOUS**

23.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

23.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

23.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries



in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»



23.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

23.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

23.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

23.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Compliance with Statutes:** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.



23.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

23.16.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

23.16.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.16.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.16.2.2 Is engaged in business operations in Syria.

23.18 **Domestic Partnership.**

23.18.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized



affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

- CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
- CONTRACTOR is a governmental agency.

23.18.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

23.18.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

23.18.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

23.18.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

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Contract Documents
City of Pembroke Pines

20 Years Old or Older Water Meter Replacement Project

April 7, 2021

TABLE OF CONTENTS

TABLE OF CONTENTS 1

SECTION 01000 - PROJECT DESCRIPTION 3

SECTION 01010 - CONTRACTOR SPECIAL CONDITIONS 7

SECTION 01100 - GENERAL REQUIREMENTS 10

SECTION 01015 - CUTTING AND PATCHING 15

SECTION 01020 - MODIFICATIONS TO EXISTING CONDITIONS 18

SECTION 01025 - MEASUREMENT AND PAYMENT-UNIT PRICE BID 21

SECTION 01030 - REFERENCES 27

SECTION 01200 - APPLICATIONS FOR PAYMENT 33

SECTION 01210 - PROJECT MEETINGS 36

SECTION 01220 - CONSTRUCTION SCHEDULES 40

SECTION 01320 - SUBMITTALS 44

SECTION 01330 – SCHEDULE OF VALUES 51

SECTION 01350 - AUDIO/VIDEO PRE-CONSTRUCTION RECORD 53

SECTION 01360 – QUALITY CONTROL.....	54
SECTION 01370 – MATERIALS INSTALLATION AND TESTING.....	57
SECTION 01380 - CONTROL OF WORK.....	59
SECTION 01390 - TEMPORARY UTILITIES.....	64
SECTION 01400 - EXISTING UTILITIES	66
SECTION 01410 – PROTECTION OF EXISTING PROPERTY.....	70
SECTION 01420 - SECURITY.....	72
SECTION 01440 - TRAFFIC REGULATION.....	75
SECTION 01450 – PROJECT IDENTIFICATION SIGNS	78
SECTION 01470 - MATERIAL AND EQUIPMENT	80
SECTION 01480 - SUBSTITUTIONS	87
SECTION 01500 - CLEANING	91
SECTION 01720 - PROJECT RECORD DOCUMENTS	93
SECTION 01740 - WARRANTIES	99
SECTION 01750 - CONTRACT CLOSEOUT	101
SECTION 15200 WATER METERS AND APPURTENANCES	104
APPENDIX ONE – DETAIL W-10A.....	109

SECTION 01000 - PROJECT DESCRIPTION

PART 1 - GENERAL

1.01 SPECIFICATION INCLUDES

- A. The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, interested in providing services for the replacement of aging residential water meters, 20-years old or older, throughout the City. The replacement will be by route, totaling approximately 16,272 of Owner-Supplied water meters, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.02 QUALIFICATIONS

- A. The Contractor shall be pre-qualified or certified by the City's meter supplier, Neptune Technology Group, for the installation of their meters and shall self-perform all of the Work. If bidders have not already been pre-qualified or certified by Neptune Technology Group, they may contact Neptune Technology Group to obtain the pre-qualification or certification prior to the award of the contract.
- B. The Contractor must have completed a minimum of three projects of similar scope and size in the last five years.
- C. The Contractor shall have continuously engaged in providing services of installing residential and commercial water meters.
- D. The Contractor shall have 30% of its labor come from the local labor force, within the City of Pembroke Pines City Limit.
- E. The Contractor must be presently engaged in the provision of these services.

1.03 SUBMITTALS

- A. Bid Package Requirements
 - 1. Contractor Information
 - a. The bid shall include a brief introduction describing the experience of the contractor, the size of the contractor, and the services provided by the contractor along with the following information:
 - 1) Name of Contractor(s), address, the telephone number of the main office and any branch office which will be involved in any way with the project.
 - 2. Key Personnel
 - a. The following information shall be furnished for each key member

of the project team that will be responsible for coordinating efforts that may affect the Meter's operations:

- 1) Relevant experience record including a minimum of 5-years water meter installation experience for key personnel.
 - 2) Provide a description of the responsibilities the key personnel will assume.
 - 3) Project organization chart.
- b. Contractor's employees must be trained, permanent and shall maintain a professional appearance. Employees must wear a marked shirt identifying the Contractor's company including identification badges, drive a marked vehicle and must speak fluent English.

3. Contractor Experience

- a. Provide copies of local and state licenses.
- b. Provide evidence and references as required by paragraph 1.04, above including, but not limited to, the following:
 - 1) Name of the client.
 - (a) Name and telephone number of the reference.
 - (b) Contract description (quantity of meters installed and replaced).
 - (c) Duration of each contract.
 - (d) Contract Value.
- c. The Contractor shall submit a listing of all work that has been awarded to the Contractor but is currently not completed or in default, along with a statement explaining the reason for the uncompleted work or default.

4. Quality Assurance and Control Program

- a. Describe the Contractor's quality assurance and control programs for the replacement and installation of water meters. A copy of the plan and program should be provided. This should include personnel, equipment, financial management and product quality. Provide specific examples of how the program(s) have been effective.

1.04 CONTRACTOR USE OF SITE

- A. The CONTRACTOR shall limit his area of work to remain within those right of ways properties and easements as depicted in the CONTRACT DOCUMENTS or as approved in writing by the Owner.
- B. The CONTRACTOR'S staging area shall be located at 8500 east Cypress Drive, Pembroke Pines, FL.
 - 1. CONTRACTOR shall supply all required storage facilities need to store City-Furnished water meters and well as all Contractor-furnished materials and equipment to be located at the staging area.
 - 2. The CONTRACTOR shall supply all necessary security devices to protect City-furnished and CONTRACTOR-furnished materials and equipment.
 - 3. The CONTRACTOR shall supply all insurance policy requirement to protect City-Furnished water meter from damage or theft.
- C. CONTRACTOR's use of lands other than those stated above shall require written approval from the land owner and be at the CONTRACTORs risk and cost.

1.05 LOCATION OF WORK

- A. The work is located within the City of Pembroke Pines, Florida.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

4.01 DESCRIPTION OF WORK

The following is a general list of the work included. It is not intended to be complete. Consult the contract drawings and specifications for all contract requirements.

- A. This project involves the following generalized description of work:
 - 1. Furnish all labor, materials, equipment and incidentals required to install, complete, and ready for operation, Owner Furnished domestic water meters, backflow prevention devices, water meter boxes and associated work.
 - 2. The water meters to be replaced are located on various meter-reading routes throughout the City. Please follow the below link to see the location of the subject routes. The total number of meters, routes, etc. are subject to final quantities at the time of Commencement.

<https://pembrokepines.maps.arcgis.com/apps/instant/interactivelegend/index.html?appid=6fcc1e2272fc42a59360a86f7516b0b9>

- 3. The Work will be performed on a Work Order basis. Prior to Work on

each route, the Contractor shall walk the Route with the City Representative who will determine the number of meters and backflow prevention devices to be replaced, the number of meter boxes to be replaced adjusted, etc. and well as other work necessary to complete each route based on the Unit Price Schedule.

4. The City shall direct-purchase the water meters to be changed. The City shall store shipments of water meters at the CONTRACTOR'S staging area based on shipping timeframes and quantities as determined and coordinated by the Contractor and the City's Meter Supplier.

4.02 OWNER OCCUPANCY

- A. Cooperate with Owner to minimize conflict, and to facilitate Residences and Owner's operations.
- B. Schedule the Work to accommodate this requirement.

4.03 WORK BY OTHERS

- A. The CONTRACTOR is advised that work by others may take place during the duration of the contract time. It shall be the CONTRACTOR's responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.

END OF SECTION

SECTION 01010 - CONTRACTOR SPECIAL CONDITIONS

PART 1 - GENERAL

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

A. INVESTIGATION AND UTILITIES

1. CONTRACTOR shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of CONTRACTOR to acquaint itself with any applicable conditions shall not relieve CONTRACTOR from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
2. CONTRACTOR shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". CONTRACTOR shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. CONTRACTOR shall schedule and coordinate its Work around any such relocation or temporary service interruption. CONTRACTOR shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

B. ADJACENT PROPERTY OWNER NOTIFICATION

1. The Contractor shall prepare a written notice to property owners adjacent to the project work site notifying them of the schedule of work affecting them and anticipated inconveniences they may expect. The notice shall meet the approval of the Engineer and be delivered to property owners at least 72 hours prior to construction adjacent to their property. This notice shall indicate the work to be performed, the time it will take to perform the work, and the time when the water service to the property owner will be disrupted.

3.02 BID QUANTITIES

- A. Quantities given in the Bid Schedule, while estimated from the best information available, are approximate only. Payment for unit price items shall be based on the actual number of units installed for the Work. Bids shall be compared on the basis of number of units stated in the Bid Schedule as set forth in the Bidding Documents. Said unit prices shall be multiplied by the bid quantities for the total Bid price. Any Bid not conforming to this requirement may be rejected. Special attention to all Bidders is called to this provision, for should conditions make it necessary or prudent to revise the unit quantities, the unit prices will be fixed for such increased or decreased quantities. Compensation for such additive or subtractive changes in the quantities shall be limited to the unit prices in the Bid.

3.03 DAILY REPORTS AND MEETINGS.

- A. Unless waived in writing by CITY, CONTRACTOR shall complete and submit to ENGINEER on a weekly basis a daily log of the CONTRACTOR's work for the preceding week in a format approved by the ENGINEER and CITY. The daily log shall document all activities of CONTRACTOR at the Project site including, but not limited to, the following:
1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
 2. Soil conditions which adversely affect the Work;
 3. The hours of operation by CONTRACTOR's and SUB-CONTRACTOR's personnel;
 4. The number of CONTRACTOR's and SUB-CONTRACTOR's personnel present and working at the Project site, by subcontract and trade;
 5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
 6. Description of Work being performed at the Project site;
 7. Any unusual or special occurrences at the Project site;
 8. Materials received at the Project site;
 9. A list of all visitors to the Project site; and
 10. Any problems that might impact either the cost or quality of the Work or the time of performance.
 11. The daily log shall not constitute nor take the place of any notice required to be given by CONTRACTOR to CITY or ENGINEER pursuant to the Contract Documents.

END OF SECTION

SECTION 01100 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SPECIFICATION INCLUDES

This Section provides for miscellaneous provisions applicable to the WORK.

1.02 REFERENCE STANDARDS

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the CONTRACT DOCUMENTS
2. The CONTRACTOR shall comply with the applicable standards codes and specifications governing the CONTRACT DOCUMENTS whether City, County, State or Federal. The CONTRACTOR is obligated to notify the OWNER and Engineer of any deficiency contained in the CONTRACT DOCUMENTS immediately upon discovery. Where conflicts exist in such, the more stringent shall govern.

1.03 DEFINED TERMS

A. Throughout the CONTRACT DOCUMENTS, the following definitions apply:

1. CONTRACTOR - The individual or entity with whom OWNER has entered into the Agreement.
2. CONTRACT DOCUMENTS - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are CONTRACT DOCUMENTS. Approved Shop DRAWINGS, other CONTRACTOR's submittals, and the reports and DRAWINGS of subsurface and physical conditions are not CONTRACT DOCUMENTS.
3. DRAWINGS - That part of the CONTRACT DOCUMENTS prepared or approved by Engineer which graphically shows the scope, extent, and character of the WORK to be performed by CONTRACTOR. Shop DRAWINGS and other CONTRACTOR submittals are not DRAWINGS as so defined.
4. ENGINEER – The Engineer of Record for the WORK or the OWNER.
5. GENERAL REQUIREMENTS - Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the

Specifications.

6. LAWS AND REGULATIONS; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
7. OWNER - The City of Pembroke Pines (CITY)
8. PROJECT - The total construction of which the WORK to be performed under the CONTRACT DOCUMENTS may be the whole, or a part.
9. SHOP DRAWINGS - All DRAWINGS, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the WORK.
10. SPECIFICATIONS - That part of the CONTRACT DOCUMENTS consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the WORK, and certain administrative requirements and procedural matters applicable thereto.
11. WORK - The entire construction or the various separately identifiable parts thereof required to be provided under the CONTRACT DOCUMENTS. WORK includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.04 SAFETY

- A. The OWNER, nor the ENGINEER, shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the WORK. OWNER will not be responsible for CONTRACTOR's failure to perform the WORK in accordance with the CONTRACT DOCUMENTS.
- B. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. 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 persons on the Site or who may be affected by the WORK;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs,

lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- C. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify OWNERS of adjacent property and of Underground Facilities and other utility OWNERS when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

1.05 APPLICABLE PERMITS AND LICENSES

- A. The CONTRACTOR shall abide by all permit conditions, whether, general, specific, limited or otherwise. A copy of all OWNER-obtained permits and licenses are attached hereto and made a part of the CONTRACT DOCUMENTS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION RESPONSIBILITIES

Upon receipt of the Notice To Proceed, the CONTRACTOR shall arrange for a Pre-Construction meeting with the City.

3.02 TEMPORARY UTILITIES

- A. The CONTRACTOR shall be responsible to arrange and pay for all temporary utilities including, but not limited to, water, sewer, drainage and electricity.
- B. The cost of temporary utilities shall be considered incidental to the cost of the WORK and is therefore included in the Bid.

3.03 HURRICANE PREPAREDNESS PLAN

- A. Should the performance of the WORK occur during Hurricane Season, within thirty days of the date of Notice to Proceed, the CONTRACTOR shall submit to the ENGINEER and OWNER a Hurricane Preparedness Plan. The plan should outline the necessary measures that the CONTRACTOR proposes to perform at no additional cost to the OWNER in case of a hurricane warning. The plan shall detail these measures with specific action items defining responsible personnel.

3.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever ENGINEER shall direct; CONTRACTOR will cause sub-contractor's to protect carefully the WORK and materials against damage or injury from the weather. If, in the opinion of the

ENGINEER, any portion of WORK or materials shall have been damaged or injured by reason of failure on the part of CONTRACTOR or any Sub-contractor to so protect the WORK, such WORK and materials shall be removed and replaced at the expense of the CONTRACTOR.

3.05 PROTECTION OF WORK AND MATERIAL

- A. During the progress of the WORK and up to the date of final payment, the CONTRACTOR shall be solely responsible for the care and protection of all work and materials covered by the Contract.
- B. All work and materials shall be protected against damage, injury or loss from any cause whatsoever, and the CONTRACTOR shall make good any such damage or loss at his own expense.

3.06 CONTRACTOR USE OF PREMISES

- A. The CONTRACTOR shall be responsible for coordinating it's daily activities in conjunction with any CONTRACTORs presently working within the vicinity of this project.
- B. Confine operations to areas within City property, rights-of-way and easements. Work necessary at the meter box location shall be performed with upmost care. The contractor shall assume all liability for working on private property.
 - 1. The CONTRACTOR shall restore all grass, landscaping and irrigation disturbed during its operations to equal or better condition as incidental to it's work.
- C. Keep existing driveways and entrances serving the premises clear and available to the OWNER, Residents and the OWNER's employees at all times.
 - 1. Do not use these areas for parking or storage of materials.
 - 2. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 - 3. Schedule deliveries of City-Furnished water meters in accordance with Section 15200 – Water Meters and Appurtenances.

3.07 DISPOSAL

- A. Do not dispose of any unsuitable fill, hazardous or organic material onsite. All such material shall be disposed of in a legal manner by the CONTRACTOR, the cost of which shall be incidental to the WORK.

3.08 ENVIRONMENTAL PROTECTION

- A. Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or

that other undesirable effects might result.

3.09 ADJUSTMENT OF EXISTING UTILITIES

- A. The CONTRACTOR shall raise or lower all manholes, valve boxes, etc. to finished grade. The cost of these adjustments shall be considered incidental to the cost of the WORK and is therefore included in the Bid.

3.10 EXISTING IRRIGATION

- A. All existing irrigation systems within the area of the WORK shall be restored to original condition or better and adjusted to finished grade. The cost of repairs and/or adjustment to existing irrigation shall be considered incidental to the cost of the WORK and is therefore included in the Bid.

3.11 DEMOLITION

- A. Limits of demolition which may be shown in the CONTRACT DOCUMENTS are general in nature. Actual limits of demolition shall be as determined by the field conditions in conformance with the requirements of the WORK.
- B. All sidewalks within the limits of construction which are not ADA compliant (cross-slopes which exceed 2% and/or running slopes which exceed 5% and/or changes in level of 1/4" or greater) shall be demolished and reconstructed to meet these requirements.
- C. When sidewalk tie-ins exist outside the limits of construction which are not ADA compliant, the CONTRACTOR shall replace those sections as directed by the OWNER.

END OF SECTION

SECTION 01015 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR shall be responsible for all cutting, fitting and patching required to complete the WORK or to:
1. Make its several parts fit together properly.
 2. Uncover portions of the WORK to provide for installation of ill-timed work.
 3. Remove and replace defective work.
 4. Remove and replace work not conforming to requirements of CONTRACT DOCUMENTS.
 5. Remove samples of installed work as specified for testing.
 6. Investigate subsurface conditions or utilities.

1.02 SUBMITTALS

- A. Submit a written request to the ENGINEER in advance of executing any cutting or alteration which affects:
1. Work of the OWNER or any separate CONTRACTOR.
 2. Structural value or integrity of any element of the Project.
 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 4. Efficiency, operational life, maintenance or safety of operational elements.
 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
1. Identification of the Project.
 2. Description of affected work.
 3. The necessity for cutting, alteration or excavation.
 4. Effect on WORK of OWNER or any separate CONTRACTOR, or on structural or weatherproof integrity of Project.
 5. Description of proposed work:

- a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be redone.
- 6. Alternatives to cutting and patching.
 - 7. Cost proposal, when applicable.
 - 8. Written permission of any separate CONTRACTOR whose work will be affected.
- C. Submit written notice to the ENGINEER designating the date and the time work will be uncovered.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Comply with specifications and standards for each specific project involved.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting or patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to the ENGINEER in writing; do not proceed with work until the ENGINEER has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other

work, and will provide proper surfaces to receive installation of repairs.

- B. Execute cutting methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant surfaces.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed Work in accord with requirements of CONTRACT DOCUMENTS.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01020 - MODIFICATIONS TO EXISTING CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish all labor, materials, equipment and incidentals required to modify, alter and convert existing structures as shown or specified and as required for the installation of new mechanical equipment, piping and appurtenances. Existing piping and equipment shall be removed, salvaged, abandoned or dismantled as necessary for the performance of the WORK.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The CONTRACTOR shall cut, repair, reuse, excavate, demolish or otherwise remove parts of the existing structures or appurtenances, as indicated on the DRAWINGS or specified herein or necessary for the performance of the WORK.
- B. The above work shall include the cutting of grooves and chases in existing masonry to permit the proper bonding of new masonry to old, repainting of existing masonry, the drilling of holes into bolts, or other appurtenances, and the cutting of holes in masonry for the installation of pipe, conduits, and other appurtenances. The work shall include all necessary cutting and bending of reinforcing steel, structural steel, or miscellaneous metal work found embedded in the existing structures.
- C. Blasting with explosives will not be permitted to complete any work under this Contract.
- D. Care shall be taken not to damage any part of existing buildings, foundations and exterior structures both below and above ground.
- E. No existing structure, equipment, or appurtenance shall be shifted, cut, removed, or otherwise altered except with the express approval of and to the extent approved by the ENGINEER.
- F. When removing materials or portions of existing structures and when making openings in walls and partitions, the CONTRACTOR shall take all precautions and use all necessary barriers and other protective devices so as not to damage the structures or contents by falling or flying debris and not to damage the structures from excavation or undermining of existing structural supports, beams, footings, columns or any structural member.
- G. Materials and equipment removed in the course of making alterations and

additions shall remain the property of the OWNER, except that items not salvageable, as determined by the ENGINEER and the OWNER shall become the property of the CONTRACTOR to be disposed of by him off the site of the work at his own place of disposal. The CONTRACTOR shall assist the OWNER in loading and hauling of salvageable materials within the City limits of the project.

- H. All work of altering existing structures shall be done at such time and in such manner as will comply with the approved time schedule. So far as possible before any part of the work is started, all tools, equipment, and materials shall be assembled and made ready so that the work can be completed without delay.
- I. All workmanship and new materials involved in constructing the alterations shall conform to the General Specifications for the classes of work insofar as such specifications are applicable.
- J. All cutting of existing masonry or other material to provide suitable bonding to new work shall be done in a manner to meet the requirements of the respective section of these specifications covering the new work. When not covered, the work shall be carried on in the manner and to extent directed by the ENGINEER.
- K. Where holes in existing masonry are required to be sealed, unless otherwise herein specified, they shall be sealed with cement mortar or concrete. The sides of the openings shall be provided with keyed joints and shall be suitably roughened to furnish a good bond and make a watertight joint. All loose or unsound material adjacent to the opening shall be removed and, if necessary, replaced with new material. The method of placing the mortar seal shall provide a suitable means of releasing entrapped air.
- L. Surfaces of seals visible in the completed work shall be made to match as nearly as possible the adjacent surfaces.
- M. Non-shrink grout shall be used for setting wall castings, sleeves, leveling pump bases, doweling anchors into existing concrete and elsewhere as shown.
- N. Operating equipment shall be thoroughly cleaned and then lubricated and greased for protection during prolonged storage.
- O. The CONTRACTOR shall provide flumes, hoses, piping, etc. to divert or provide suitable plugs, bulkheads or other means to hold back the flow of wastewater, water or other liquids, all as required in the performance of the work under this Contract.

3.02 SALVAGE

- A. Any existing equipment or material, including but not limited to, motors, electrical components or controls,, pipes, fittings, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the ENGINEER or OWNER, and, if so, shall be removed or excavated, if necessary, and delivered to the OWNER at a location directed by the OWNER. Any equipment or material not worthy of salvaging, as directed by

the OWNER, shall be disposed of by the CONTRACTOR at a suitable location.

3.03 CONNECTING TO EXISTING PIPING AND EQUIPMENT

- A. The CONTRACTOR shall verify exact location, material, alignment, joint, etc. of existing piping and equipment prior to making the connections called out in the DRAWINGS. The verifications shall be performed with adequate time to correct any potential alignment or other problems prior to the actual time of connection.
- B. The CONTRACTOR shall dismantle and remove all existing equipment, piping and other appurtenances required, he shall cut existing pipelines for the purpose of making connections thereto. Anchor bolts for equipment and structural steel removed shall be cut off one inch below the concrete surface. Surface shall be finished as specified in Division 3.
- C. At the time that a new connection is made to an existing pipeline, additional new piping, extending to and including the most convenient new valve, shall be installed.
- D. Where necessary or required for the purpose of making connections, the CONTRACTOR shall cut existing pipe lines in a manner to provide an approved joint. Where required, he shall weld beads, flanges or provide Dresser Couplings, all as specified and required.

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes administrative and procedural requirements for determining Work completed under the unit price contract.
- B. 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 unless otherwise specified. The CITY or ENGINEER will witness all field measurements.
- C. The quantities stated in the Bid Proposal are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the Project. The CITY does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Bid Proposal; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the CITY as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

1.02 RELATED SECTIONS

- A. Section 15200 – Water Meters and Appurtenances
- B. Other Sections as applicable.

1.03 REFERENCE STANDARDS

- A. Refer to RELATED SECTIONS.

1.04 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for the completed, in-place construction of the specified unit of work. This may include but not be limited to, materials and delivery; cost of installation; incidentals; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.
- B. Installation, acceptance and payment shall be in accordance with the REFERENCE STANDARDS and City requirements.
- C. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the

Owner's expense.

- D. Incidental items include those items which accompany a bid unit item or unit price schedule item, the cost of which shall be included in the bid unit item or unit price schedule item.
 - 1. Items incidental to the cost of the WORK are listed here and elsewhere in these SPECIFICATIONS. This Section is not an exhaustive list of incidental items. It is the CONTRACTORS responsibility to be aware of incidentals to its work.
- E. Contract Sum adjustments will be by a Contract Adjustment Letter on basis of the net accumulative change for each unit price category.
 - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 - 2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- F. Partial payment for material and equipment properly stored on-site is not allowed.
- G. Abbreviations:
 - 1. Acre - AC
 - 2. Allowance - AL
 - 3. Cubic Yard - CY
 - 4. Each - EA
 - 5. Furnish and Install - F & I
 - 6. Gallons - GA
 - 7. Gross Mile - GM
 - 8. Linear Feet – LF
 - 9. Lump Sum - LS
 - 10. Million Gallons – MG
 - 11. Net Mile - NM
 - 12. Square Foot – SF
 - 13. Square Yard – SY
 - 14. Ton – TN
- H. Items with Bid form units of “EA” will be measured and paid at the unit price named in the Bid Form. Each unit price bid shall include, but not be limited to, all necessary or required labor, equipment, tools, and materials for traffic control, removal, transportation and disposal of material generated by cleaning and preparation; television surveys, cleaning; testing; cleanup; documentation and reporting; and all labor, materials and equipment required to provide a complete and acceptable item.

1.05 PROTECTION

- A. Where pavement, pipes, valves, appurtenances, trees, shrubbery, fences, other property or structures are in proximity to the WORK, adequate protection shall be provided. Such protection is considered incidental to construction and shall not be assigned to any pay item.

1.06 RESTORATION

- A. Where pavement, pipes, valves, structures, appurtenances, trees, shrubbery, fences, other property or structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before work began within a time frame approved by the Engineer. Such restoration is considered incidental to construction and shall not be assigned to any pay item.

1.07 MOBILIZATION

- A. No separate payment shall be made for mobilization, demobilization, insurance, bonds, licensure, transportation, communications, office maintenance, project signs, incidental work or services, administrative costs, and all other costs to the Contractor. All such costs shall be built-in to the Bid Item Unit Prices and Unit Price Schedule Prices

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION – BID FORM

3.01 BID ITEM #1 – INSTALLATION OF CITY-FURNISHED WATER METERS

- A. Payment for the installation of CITY-Furnished water meters shall include full compensation for all labor, materials, and equipment necessary to remove existing water meters, replace them with new water meters, salvage and reporting in accordance with City requirements.
- B. Payment for the installation of CITY-Furnished water meters shall include manipulation or correction of the existing water service line and fittings for the proper installation of the meter, plumb and level.
- C. Payment for installation of CITY-Furnished water meters shall include the necessary removal of roots, rocks and landscaping required for proper re-installation of the existing meter box if it is reused.
- D. Payment for installation of CITY-Furnished water meters shall include the private service connection as depicted in detail W-10a in Section 15200 – Water Meters

and Appurtenances for either single or double configuration.

- E. Payment for the installation of CITY-Furnished water meters shall include installation of an antenna booster if required by the City.
- F. Measurement and payment shall be per each.

3.02 BID ITEM #2 – FURNISH SINGLE METER BOXES (CHOOSE ONE FROM SPECIFICATIONS)

- A. Payment for the furnishing of one-single meter box, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR may choose from one of three options shown on detail W-10a in Section 15200 – Water Meters and Appurtenances.
- C. Measurement and payment shall be per each.

3.03 BID ITEM #3 – INSTALL SINGLE METER BOXES (AT THE SAME TIME AS THE METER)

- A. Payment for the installation of one-single meter box as purchased by, delivered to and stored by the CONTRACTOR.
- B. Installation shall be in the same location as the existing meter box.
- C. Installation shall be in the same location as the existing meter box unless directed otherwise directed by the City. In the case of water meters installed in concrete sidewalk, additional pay items are found in the Unit Price Schedule.
- D. Payment for installation of meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
- E. Payment for installation of meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
- F. Measurement and payment shall be per each.

3.04 BID ITEM #4 – FURNISH DOUBLE METER BOXES (CHOOSE ONE FROM SPECIFICATIONS)

- A. Payment for the furnishing of one-double meter box, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR may choose from one of three options shown on detail W-10a in Section 15200 – Water Meters and Appurtenances.
- C. Measurement and payment shall be per each.

- 3.05 BID ITEM #5 – INSTALL DOUBLE METER BOXES (AT THE SAME TIME AS THE METER)
- A. Payment for the installation of one-double meter box as purchased by, delivered to and stored by the CONTRACTOR.
 - B. Installation shall be in the same location as the existing meter box. In the case of water meters installed in concrete sidewalk, additional pay items are found in the Unit Price Schedule.
 - C. Installation under this item shall be in grassed, landscaped areas only.
 - D. Payment for installation of double meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
 - E. Payment for installation of double meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
 - F. Measurement and payment shall be per each.
- 3.06 BID ITEM #6 – FURNISH DUAL CHECK VALVE
- A. Payment for the furnishing of one-dual check valve, delivered to and stored by the CONTRACTOR.
 - B. The CONTRACTOR may choose from the specified dual check valve or a City-Approved equal shown on detail W-10a in Section 15200 – Water Meters and Appurtenances.
 - C. Measurement and payment shall be per each.
- 3.07 BID ITEM #7 – INSTALL DUAL CHECK VALVE
- A. Payment for the installation of one-dual check valve as purchased by, delivered to and stored by the CONTRACTOR.
 - B. Payment for installation of dual check valve shall include the necessary cutting, fitting and materials required for proper installation.
 - C. Measurement and payment shall be per each.

PART 4 - EXECUTION – UNIT PRICE SCHEDULE

4.01 UNIT PRICE SCHEDULE ITEM #1 – REPLACE ANGLE STOP

- A. Payment for replacement of angle stop shall include furnishing and complete installation of angle stops found to be defective and shall include the necessary cutting, fitting and materials required for proper installation.
- B. Measurement and payment shall be per each.

4.02 UNIT PRICE SCHEDULE ITEM #2 – REPAIR OR LINE BREAK

- A. Payment for repair or line break shall include furnishing and complete installation pipe repair when leaks are found before or after the meter box discovered **prior** to Contractors work at that location and shall include the necessary cutting, fitting and materials required for proper installation.
- B. Measurement and payment shall be per each.

4.03 UNIT PRICE SCHEDULE ITEM #3 – SERVICE LINE EXTENSION (RELOCATE SIDEWALK METERS TO BACK OF WALK)

- A. Payment for service line extension shall include furnishing and complete installation required to relocate existing water meter boxes outside of a sidewalk into the grassed area at the back of the sidewalk.
- B. Payment for service line extension shall include tubing pack joint coupling, service tubing extension and corporation stop and shall include the necessary cutting, fitting and materials required for proper installation and coordination with the water meter(s) and meter box.
- C. Measurement and payment shall be per each.

4.04 UNIT PRICE SCHEDULE ITEM #4 – SIDEWALK REPLACEMENT (5'X5', 4" THICK)

- A. Payment for sidewalk replacement shall include furnishing and complete installation of concrete sidewalk 5'x4' and 4" thick in accordance with City standards.
- B. Measurement and payment shall be per each.

4.05 BID ITEM #5 – FURNISH ANTENNA BOOSTER

- A. Payment for the furnishing of one-antenna booster, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR must provide the antenna booster as specified Section 15200 – Water Meters and Appurtenances, no substitutions permitted.
- C. The antenna booster may be required by the City on a case-by case basis.
- D. Should the antenna booster be required by the City, the cost of installation shall be considered incidental to the cost of installation of CITY-Furnished water meters.
- E. Measurement and payment shall be per each.

END OF SECTION

SECTION 01030 - REFERENCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. **Applicable Publications:** Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the DRAWINGS shall be waived because of any provision of, or omission from, said standards or requirements.
- B. **Specialists, Assignments:** In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These assignments shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. The final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of the REFERENCE SPECIFICATIONS, CODES AND STANDARD to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to "Building Code" or "Code" shall mean the Florida Building Code. The latest edition of the code as approved and used at the local agency having jurisdiction, shall apply to the WORK herein, including, all addenda, modifications, amendments, or other lawful changes thereto.
- C. **Applicable Standard Specifications:** The CONTRACTOR shall construct the Work specified herein in accordance with the requirements of the CONTRACT DOCUMENTS and the referenced portion of those referenced codes, standards, and specifications listed herein, and their referenced documents; except, that wherever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- D. In case of conflicts between codes, reference standards, DRAWINGS and other

CONTRACT DOCUMENTS, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarifications and directions prior to ordering or providing any materials or labor. The CONTRACTOR shall bid the most stringent requirements.

- E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations, including all changes and amendments thereto.
- F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.03 TRADE NAMES AND ALTERNATIVES

- A. For convenience in designation in the CONTRACT DOCUMENTS, materials to be incorporated in the WORK may be designated under a trade name or the name of a manufacturer and its catalog information. The use of alternative material which is equal in quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:
 - 1. The burden of proof as to the quality and suitability of such alternative equipment, products, or other materials shall be upon the CONTRACTOR.
 - 2. The ENGINEER will be the sole judge as to the comparative quality and suitability of such alternative equipment, products, or other materials and its decisions shall be final.
 - 3. Base Bid requirements outlined in the Supplement to Bid Form, shall supersede any language contained hereinafter.
- B. Whenever in the CONTRACT DOCUMENTS the name or the name and address of the manufacturer or distributor is given for a product or other material, or if any other source of a product or material is indicated therefore, such information is given for the convenience of the CONTRACTOR only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the CONTRACTOR to determine the accurate identity and location of any such manufacturer, distributor, or other source of any product or material called for in the CONTRACT DOCUMENTS.
- C. The CONTRACTOR may offer any material, process, or equipment which it considers equivalent to that indicated. Unless otherwise authorized in writing by the ENGINEER, the substantiation of offers of equivalency must be submitted within 30 days after execution of the Agreement. The CONTRACTOR, at its sole expense, shall furnish data concerning items it has offered as equivalent to those specified. The CONTRACTOR shall have the material as required by the ENGINEER to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the items will fulfill its intended function. Installation and

use of a substitute item shall not be made until accepted by the ENGINEER. If a substitute offered by the CONTRACTOR is found to be not equal to the specified material, the CONTRACTOR shall furnish and install the specified material.

- D. The CONTRACTOR'S attention is further directed to the requirement that failure to submit data substantiating a request for the substitution of an "or equal" item within said 30-day period after the execution of the Agreement, shall be deemed to mean that the CONTRACTOR intends to furnish one of the specific brand-named products named in the specification, and the CONTRACTOR does hereby waive all rights to offer or use substitute products in each such case. Wherever a proposed substitute product has not been submitted within said 30-day period, or wherever the submission of a proposed substitute product fails to meet the requirements of the specifications and an acceptable resubmittal is not received by the ENGINEER within said 30-day period, the CONTRACTOR shall furnish only one of the products originally-named in the CONTRACT DOCUMENTS.

1.04 ABBREVIATION

- A. Wherever in these specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronyms or abbreviation only. As a guide to the user of these specifications, the following acronyms and abbreviations which may appear in these specifications shall have the meanings indicated herein.

1.05 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and acronyms contained in the CONTRACT DOCUMENTS may include, but not be limited to, the following:

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of the State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
ACPPA	American Concrete Pressure Pipe Association
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGC	Associated General CONTRACTORS
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association

ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASPE	American Society of Plumbing Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
BHMA	Builders Hardware Manufacturers Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturers Association
CGA	Compressed Gas Association
CLPCA	California Lathing and Plastering CONTRACTORs Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DCDMA	Diamond Core Drill Manufacturers Association
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
HI	Hydraulic Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturers Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute

NAAM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory
Standards	
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NGLI	National Grease Lubricating Institute
NMA	National Microfilm Association
NRCA	National Roofing CONTRACTORs Association
NWMA	National Woodwork Manufacturers Association
NWWA	National Water Well Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast Concrete Institute
PDI	Plumbing and Drainage Institute
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturers Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SBC	Southern Building Code Congress International, Inc.
(SBCCI)	
SIS	Swedish Standards Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SPR	Simplified Practice Recommendation
SSBC	Southern Standard Building Code, Southern Building Code
Congress	
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works
Construction	
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
USGS	United States Geological Survey
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WPCF	Water Pollution Control Federation
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Submit Applications for Payment to the ENGINEER in accordance with the schedule established by Conditions of the Agreement between CITY and CONTRACTOR and the CONTRACT DOCUMENTS.

1.02 FORMAT AND DATA REQUIRED

- A. Submit applications typed on forms provided by the OWNER (or forms provided by CONTRACTOR and agreed to by OWNER), Application for Payment, with itemized data typed on 8 1/2 inch x 14 inch white paper and continuation sheets.
- B. Payment forms shall show significant detail to substantiate request. Additional detail may be required by the ENGINEER.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

1. Fill in total list of scheduled component items of work, with item number and scheduled dollar value for each item.
2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to nearest dollar, or as specified.
3. List each Change Order Number, and description, as for an original component item or work.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER or the ENGINEER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:

1. Project
2. Application number and date
3. Detailed list of enclosures
4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
 - c. Copy of material invoice.
 - d. Address of location where item is stored
 - e. Photographs of item (if requested)
- B. Submit one copy of data cover letter for each copy of application.
- C. As a prerequisite for payment, CONTRACTOR is to submit the following:
 1. A "Surety Acknowledgment of Payment Request" letter showing amount of progress payment which the CONTRACTOR is requesting,
 2. Updated construction schedule for review by the ENGINEER,
 3. Construction photographs.

1.05 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Provide FINAL COMPLETION documentation for the final statement of accounting.
- C. Submit final record DRAWINGS.

1.06 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the ENGINEER at the times stipulated in the Agreement.
- B. Number: Five copies of each Application.
- C. When the ENGINEER finds Application properly completed and correct, he will transmit certificate of payment to OWNER, with copy to CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01210 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall schedule and administer preconstruction meetings, periodic progress meetings, and specially called meetings throughout the progress of work. The CONTRACTOR shall:
1. Prepare agenda for meetings.
 2. Make physical arrangements for meetings.
 3. Preside at meetings.
 4. Record in writing the minutes; include significant proceedings and decisions and submit to ENGINEER for approval prior to distribution.
 5. Record the meeting with an audio recording device.
 6. Reproduce and distribute copies of minutes within five working days after each meeting:
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
- B. Representatives of CONTRACTOR, sub-contractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend meetings to assure that work is executed consistent with CONTRACT DOCUMENTS and construction schedules.

1.02 PRECONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties designated by the OWNER.
- C. Attendance:
1. OWNER's Representative.
 2. ENGINEER and his Professional Consultants.
 3. Resident Project Representative.
 4. CONTRACTOR's Superintendent.

5. Major Sub-contractor's.
 6. Major Suppliers.
 7. Utilities.
 8. Others as appropriate.
- D. Suggested Agenda:
1. Distribution and discussion of:
 - a. List of major sub-contractors and suppliers.
 - b. Projected Construction Schedule.
 2. Critical work sequencing/critical path scheduling.
 3. Major equipment deliveries and priorities.
 4. Project Coordination.
 - a. Designation of responsible personnel.
 5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payments.
 6. Adequacy of Distribution of CONTRACT DOCUMENTS.
 7. Procedures for maintaining Record Documents.
 8. Use of Premises:
 - a. Office, Work and Storage Areas.
 - b. OWNER's Requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary Utilities.

1.03 PROGRESS MEETINGS

- A. Schedule regular periodic meetings. The progress meetings will be held as required by progress of the work or as required by the ENGINEER or the OWNER.
- B. Hold called meetings as required by progress of the work.

- C. Location of the meetings: Project field office of the CONTRACTOR or ENGINEER.
- D. Attendance:
 - 1. ENGINEER, and his professional consultants as needed.
 - 2. Sub-contractor's as appropriate to the agenda.
 - 3. Suppliers as appropriate to the agenda.
 - 4. Others as appropriate.
- E. Suggested Agenda:
 - 1. Review, approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems and conflicts.
 - 4. Problems which impede Construction Schedule.
 - 5. Review of offsite fabrication, delivery schedule.
 - 6. Corrective measures and procedures to regain projected schedule.
 - 7. Revisions to Construction Schedule.
 - 8. Progress, schedule, during succeeding work period.
 - 9. Coordination of schedules.
 - 10. Review submittal schedules; expedite as required.
 - 11. Maintenance of quality standards.
 - 12. Pending changes and substitutions.
 - 13. Review proposed changes for:
 - a. Effect on Construction Schedule and on a completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other business.
 - 15. Construction schedule.
 - 16. Critical/long lead items.
- F. The CONTRACTOR is to attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss

pertinent topics such as deliveries of materials and equipment, progress of work, etc.

- G. The CONTRACTOR is to provide a current submittal log at each progress meeting.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01220 - CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Promptly after Award of the Contract and within ten days after the effective date of the Agreement, prepare and submit to the ENGINEER an estimated construction progress schedules for the work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the ENGINEER until there is an approved up to date construction progress schedule on hand.
- D. The CONTRACTOR shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the CONTRACTOR shall have direct project control and complete authority to act on behalf of the CONTRACTOR's schedule.

1.02 FORM OF SCHEDULES

- A. Prepare schedules for submittal each month with pay request. The form of the schedule is to be Microsoft Project or approved equal. The Schedule is to indicate work completed to date and additions to or deletions from the schedule.
 - 1. Provide separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
 - 3. Scale and spacing: To allow space for notations and future revisions.
- B. Format of listings: The chronological order of the start of each item of work for each structure.
- C. Identification of listings: By major specification section numbers as applicable and structure.

1.03 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale.

Specifically list, but not limited to:

- a. Receiving Materials
 - b. Pipeline Installations
 - c. Testing
 - d. Restoration
 - e. Startup
 - f. Record DRAWINGS
 - g. Permit Close-out
 - h. Punch List
 - i. OWNER Activities, Including Inspections
3. Show projected percentage of completion for each item, as of the first of each month.
 4. Show projected dollar cash flow requirements for each month of construction.
 5. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of the OWNER and CONTRACTOR.
 6. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends work beyond contract completion date.
 7. If the CONTRACTOR provides an accepted schedule with an early completion date, the OWNER reserves the right to reduce the duration of the work to match the early completion date by issuing a deductive Change Order at no change in Contract Price.
- B. Submittal Schedule for Shop DRAWINGS and Samples must include the following:
1. The dates for CONTRACTOR's submittals.
 2. The date's submittals will be required for OWNER furnished products, if applicable.
 3. The dates approved submittals will be required from the ENGINEER.
- C. A list of all long lead items (equipment, materials, etc.).

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.
 - 3. The effect of changes on schedules of other prime CONTRACTORS.

1.05 SUBMISSIONS

- A. Submit initial schedules to the ENGINEER within 10 days after the effective date of the Agreement.
 - 1. The ENGINEER will review schedules and return review copy within 21 days after receipt.
 - 2. If required, resubmit within 7 days after return of review copy.
- B. Submit a minimum of five (5) copies of revised monthly progress schedules with that month's application for payment.

1.06 DISTRIBUTION

- A. Distribute copies of reviewed schedules to:
 - 1. OWNER (Two copies)
 - 2. ENGINEER (Two copies)
 - 3. Job Site File (One copy)
 - 4. Sub-contractor's (As needed)
 - 5. Other Concerned Parties (As needed)
- B. Instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 - SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall submit to the ENGINEER for review, such working DRAWINGS, shop DRAWINGS, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working DRAWINGS, shop DRAWINGS, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract DRAWINGS.
- B. The CONTRACTOR shall submit five (5) copies of shop DRAWINGS or other data to the ENGINEER.
- C. Within thirty (30) calendar days after the effective date of the Agreement, the CONTRACTOR shall submit to the ENGINEER a complete list of preliminary data for which Shop DRAWINGS are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specific items. Review of this list by the ENGINEER shall in no way expressed or implied relieve the CONTRACTOR from submitting complete Shop DRAWINGS and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop DRAWINGS.
- D. The CONTRACTOR is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the OWNER and ENGINEER. This log should include the following items:
 - 1. Submittal-Description and Number assigned.
 - 2. Date to ENGINEER.
 - 3. Date returned to CONTRACTOR (from ENGINEER).
 - 4. Status of Submittal (Approved/Resubmit/Rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O & M submittal.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check all DRAWINGS, data and samples prepared by or for him before submitting them to the ENGINEER for review. Each and every copy of the DRAWINGS and data shall bear CONTRACTOR's stamp. If not, it will be returned to the CONTRACTOR for conformance with this requirement. Shop DRAWINGS shall indicate any deviations in the submittal from requirements of the CONTRACT DOCUMENTS.
- B. Determine and verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance and Specifications
- C. The CONTRACTOR shall furnish the ENGINEER a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working DRAWINGS, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop DRAWINGS, Working DRAWINGS and Samples will be needed.
- E. The CONTRACTOR shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, approved by the ENGINEER.
- F. The CONTRACTOR shall submit to the ENGINEER all shop DRAWINGS, working DRAWINGS and samples sufficiently in advance of construction requirements and shall account for ENGINEERs Shop Drawing review time accordingly.
- G. The CONTRACTOR shall submit two (2) copies of descriptive or product data submittals to complement shop DRAWINGS for the ENGINEER plus the number of copies which the CONTRACTOR requires. The ENGINEER will retain two (2) sets. All blueprint shop DRAWINGS shall be submitted with one (1) set of reproducible and four (4) sets of print. The ENGINEER will review the DRAWINGS and return to the CONTRACTOR the set of marked-up DRAWINGS with appropriate review comments.
- H. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the review and Approval by ENGINEER of the necessary Shop DRAWINGS.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The ENGINEER's review of DRAWINGS, data and samples submitted by the CONTRACTOR will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The ENGINEER's review and exception if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of DRAWINGS and schedules will be general, and shall not be construed:
 - 1. As permitting any departure from the Contract requirements;
 - 2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials;
 - 3. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. If the DRAWINGS or schedule as submitted describe variations and/or show a departure from the Contract requirements which ENGINEERs finds to be in the interest of the OWNER and to be minor as not to involve a change in the Contract Price or time for performance, the ENGINEER may return the reviewed DRAWINGS without noting an exception.
- D. When reviewed by the ENGINEER, each of the Shop DRAWINGS will be identified as having received such review being so stamped and dated. Shop DRAWINGS stamped "REJECTED" and with required corrections shown will be returned to the CONTRACTOR for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as the first submittals. On resubmittals, the CONTRACTOR shall direct specific attention, in writing or on resubmitted Shop DRAWINGS, to revisions other than the corrections requested by the ENGINEER on previous submissions. The CONTRACTOR shall make any corrections required by the ENGINEER.
- F. If the CONTRACTOR considers any correction indicated on the DRAWINGS to constitute a change to the Contract DRAWINGS or Specifications, the CONTRACTOR shall give written notice thereof to the ENGINEER.
- G. The ENGINEER will review one submittal and one re-submittal after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER's charges to the OWNER under the terms of the ENGINEER's agreement with the OWNER.
- H. When the Shop DRAWINGS have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.
- I. No partial submittals will be reviewed. Submittals not complete will be returned

to the CONTRACTOR, and will not be considered "Rejected" until resubmitted.

- J. The ENGINEER shall return Shop Drawing submittals to the CONTRACTOR within twenty-one (21) days calendar days from the date the ENGINEER receives them.

1.04 SHOP DRAWINGS

- A. When used in the CONTRACT DOCUMENTS, the term "Shop DRAWINGS" shall be considered to mean CONTRACTOR's plans for material and equipment which become an integral part of the Project. These DRAWINGS shall be complete and detailed. Shop DRAWINGS shall consist of fabrication, erection and setting DRAWINGS and schedule DRAWINGS, manufacturer's scale DRAWINGS, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop DRAWINGS as defined above.
- B. DRAWINGS and schedules shall be checked and coordinated with work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. DRAWINGS or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.
- C. Each Shop Drawing, shall have a blank area 3 1/2 inches by 3 1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of CONTRACTOR and sub-Contractor submitting drawing.
 - 5. Clear identification of contents and location of work.
 - 6. Specification title and number.
- D. If DRAWINGS show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the CONTRACTOR fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such DRAWINGS have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other

pertinent data.

- F. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, address and telephone number of the manufacturer's representative and service company so that service and spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted along with each shop drawing submittal.
- G. All manufacturers or equipment supplier who proposes to furnish equipment or products under Divisions 11, 12, 13, 14, 15 and 16 shall submit an installation list to the ENGINEER along with the required shop DRAWINGS. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least five (5) years.
- H. Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.
- I. Before final payment is made, the CONTRACTOR shall furnish to ENGINEER two (2) sets of record shop DRAWINGS all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, piping, electrical system and instrumentation system.

1.05 WORKING DRAWINGS

- A. When used in the CONTRACT DOCUMENTS, the term "working DRAWINGS" shall be considered to mean the CONTRACTOR's plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false-work; for underpinning; and for such other work as may be required for construction, but does not become an integral part of the project.
- B. Copies of working DRAWINGS as noted in subparagraph 1.06A above, shall be submitted to the ENGINEER where required by the CONTRACT DOCUMENTS or requested by the ENGINEER, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the ENGINEER) in advance of their being required for work.
- C. Working DRAWINGS shall be signed by a Registered Professional Engineer, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculation or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such work, working DRAWINGS must have been reviewed without specific exceptions by the ENGINEER, which review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract. The CONTRACTOR assumes all risks of error; the OWNER and ENGINEER shall have no responsibility therefore.

1.06 SAMPLES

- A. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the CONTRACT DOCUMENTS or requested by the ENGINEER. Samples shall be delivered to the ENGINEER as specified or directed. The CONTRACTOR shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the ENGINEER.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the product, with integrally related parts and attachment devices.
 2. Full range of color, texture and pattern.
 3. A minimum of two samples of each item shall be submitted.
- C. Each sample shall have a label indicating
1. Name of Project
 2. Name of CONTRACTOR and Sub-contractor
 3. Material or Equipment Represented
 4. Place of Origin
 5. Name of Producer and Brand (if any)
 6. Location in Project
- (Samples of finished materials shall have additional marking that will identify them under the finished schedules.)
- D. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.07B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the ENGINEER. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- E. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which failed testing or were not approved will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01330 – SCHEDULE OF VALUES

PART 4 - GENERAL

4.01 DESCRIPTION

- A. Submit to the ENGINEER a Schedule of Values allocated to the various portions of the Work, within 10 days after the effective date of the Agreement.
- B. Upon request of the ENGINEER, support the values with data which will substantiate their correctness.
- C. Once approved, the Schedule of Values shall be used as the basis for the CONTRACTOR's Applications for Payment.

4.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Present schedule on an 8-1/2 inch x 11 inch white paper; CONTRACTOR's standard forms and automated printout will be considered for approval by the ENGINEER upon CONTRACTOR's request. Identify schedule with:
 - 1. Title of Project and location
 - 2. ENGINEER and Project number
 - 3. Name and Address of CONTRACTOR
 - 4. Contract designation
 - 5. Date of submission
- B. Schedule shall list the installed value of the component parts to include individual equipment, piping, electrical, paving, of the Work (as required) in sufficient detail to serve as a basis for computing values for progress payments during construction and for additions and deletions to the Work.
- C. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the CONTRACTOR's overhead and profit.
- D. The sum of all values listed in the schedule shall equal the total Contract Sum.
- E. Schedules are subject to ENGINEER's approval wherein additional line item detail may be required.

PART 5 - PRODUCTS (NOT USED)

PART 6 - PRODUCTS (NOT USED)

END OF SECTION

SECTION 01350 - VIDEO PRE-CONSTRUCTION RECORD

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall provide a continuous color video of the individual route including each meter location prior to construction.

1.02 SCHEDULE REQUIRED

- A. Video recordings shall not be made more than 30 days prior to construction. No construction shall begin prior to review and approval of the CD's by the ENGINEER and the OWNER. CD's not conforming to the Specifications shall be resubmitted at no additional charge.

1.03 PROFESSIONAL VIDEOGRAPHERS

- A. The CONTRACTOR shall engage the services of a professional videographer. The color audio-visual tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-visual documentation.

PART 2 - PRODUCTS

- A. The finished product shall be a bright, sharp, clear picture free of distortion and show in sufficient detail acceptable to the ENGINEER.
- B. The CONTRACTOR shall furnish to the ENGINEER and the OWNER two (2) copies each of the electronic file, which becomes a project record document.

PART 3 - EXECUTION

- A. The video recording shall show all surface features located within the construction zone. These features shall include, but not be limited to, roadways, sidewalks, meter boxes, meters, outside of houses (front and sides), driveways, culverts, walls, fences and landscaping.
- B. Electronic storage media shall be labeled and identified by project title and project number.
- C. Where station numbering is used, coverage shall begin at the lowest station number and be continuous until the highest station number is reached. Otherwise, the entire length of the project shall be documented including each plan sheet.

END OF SECTION

SECTION 01360 – QUALITY CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section describes the CONTRACTORs minimum responsibilities in meeting the quality requirements of the CONTRACT DOCUMENTS.

1.02 OBSERVATION AT PLACE OF MANUFACTURE

- A. Unless otherwise specified, all products, materials, and time and equipment shall be subject to observation by the OWNER and the ENGINEER at the place of manufacture.
- B. The presence of the OWNER and/or the ENGINEER at the place of manufacture however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the CONTRACT DOCUMENTS. Compliance is a duty of the CONTRACTOR.
- C. The CONTRACTOR shall advise the OWNER and ENGINEER promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for observation before shipment from the place of manufacture.
- D. The ENGINEER may require the CONTRACTOR to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the CONTRACTOR Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the CONTRACTOR, and no extra charge to the OWNER shall be allowed on account of such testing and certification.

1.03 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.
- B. The OWNER and the ENGINEER reserve the right to use any generally accepted system of sampling and testing which will insure the quality of the workmanship is in full accord with the CONTRACT DOCUMENTS.
- C. Any waiver by the OWNER or ENGINEER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements.

- D. The OWNER and ENGINEER reserve the right to make independent investigations and tests at any time
- E. Failure of any portion of the Work to meet any of the requirements of the Contract Document shall be reasonable cause for the OWNER or ENGINEER to require the removal or correction and reconstruction of any such Work at the cost of the CONTRACTOR.

1.04 SITE INVESTIGATION AND CONTROL

- A. The CONTRACTOR shall verify all dimensions in the field and shall check field conditions continuously during construction. The CONTRACTOR shall be solely responsible for any inaccuracies built into the Work due to its failure to comply with this requirement.
- B. The CONTRACTOR shall inspect related and appurtenant work, and shall report in writing to the OWNER and ENGINEER any conditions that will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the CONTRACTOR at its cost.

1.05 OBSERVATION AND TESTING

- A. The work or actions of the testing laboratory shall in no way relieve the CONTRACTOR of its obligations under the Contract. The laboratory testing work will include such observations and testing required by the OWNER or ENGINEER. The testing laboratory will have no authority to change the requirements of the CONTRACT DOCUMENTS, nor perform, accept or approve any of the CONTRACTOR's Work.
- B. The CONTRACTOR shall allow the OWNER and ENGINEER ample time and opportunity for field observation and testing materials and equipment to be used in the Work.
- C. The CONTRACTOR shall at all times furnish the OWNER and the ENGINEER facilities, including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship.
- D. The CONTRACTOR must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being inspected and accepted for use.
- E. The CONTRACTOR shall furnish, at its own expense, all samples of materials required by the OWNER or ENGINEER for testing, and shall make its own arrangements for providing water, electric power, or fuel for the various observations and tests of structures and equipment.

1.06 RIGHT OF REJECTION

- A. The OWNER and ENGINEER, shall have the right, at all times and places, to

reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Design Criteria Package, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the Work at the site.

- B. If the OWNER or its representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the CONTRACT DOCUMENTS, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected.
- C. The CONTRACTOR shall promptly remove rejected articles or materials from the site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 BUOYANCY

- A. The CONTRACTOR shall be completely responsible for any tanks, pipelines, manholes, foundations or similar improvements that may become buoyant during the construction operations due to groundwater levels. Should there be any possibility of buoyancy, the CONTRACTOR shall take the necessary steps to prevent damage due to floating or flooding, and shall repair or replace said improvements at no additional cost.

3.02 DEVIATION FROM SPECIFICATIONS

- A. If any part of a submittal deviates from the plans and specifications, it is up to the CONTRACTOR to indicate such deviation—in writing—to the ENGINEER, for determination as to acceptance of the deviation. If no deviation is submitted, it is assumed that the CONTRACTOR has fully and completely followed the plans and specifications, and that any discrepancy discovered during construction shall be corrected completely at the expense of the CONTRACTOR.

3.03 AMERICANS WITH DISABILITIES ACT (ADA)

- A. The CONTRACTOR shall make every effort to ensure all concrete work including, but not limited to accessible sidewalks, routes, ramps and curb ramps is compliant with the ADA and Florida Building Code Accessibility.
- B. Prior to and during concrete placement, the CONTRACTOR shall verify the formwork for compliance. Any and all concrete work which is not compliant shall be removed and replaced at no cost to the OWNER.

END OF SECTION

SECTION 01370 – MATERIALS INSTALLATION AND TESTING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform materials and installation testing of the type and frequency specified in the CONTRACT DOCUMENTS including, but not limited to, Geotechnical Testing Services and concrete testing.
- B. Geotechnical Testing Services shall include, but not be limited to, periodic site inspections, soil proctor tests, soil classification tests and soil densities or compaction tests.
- C. The ENGINEER may, at any time, elect to have materials and equipment tested for conformity with the CONTRACT DOCUMENTS.
- D. CONTRACTOR shall include cost of testing in the Contract Price.
- E. Piping pressure test and bacteriological testing shall be in accordance with the applicable Section.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of CONTRACT DOCUMENTS
 - 2. Approve or accept any portion of the Work
 - 3. Perform any duties of the CONTRACTOR

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

- A. Provide all testing required by the CONTRACT DOCUMENTS as well as laws, ordinances, rules, regulations, orders, or approvals of public authorities.
- B. Employment of the laboratory shall in no way relieve CONTRACTOR's obligations to perform the Work of the Contract.
- C. Cooperate with laboratory personnel, and provide access to Work and to Manufacturer's operations.

- D. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- E. Provide to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes which require control by the testing laboratory.
- F. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested
 - 2. To obtain and handle samples at the Project site or at the source of the product to be tested
 - 3. To facilitate inspections and tests
 - 4. For storage and curing of test samples
- G. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
 - 1. When tests or inspections cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred due to CONTRACTOR's negligence.
- H. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required for the CONTRACTOR's convenience.
- I. If the OWNER requests tests in addition to those specified in the contract, and if the test results indicate the material or equipment complies with the CONTRACT DOCUMENTS, the OWNER shall pay for the cost of the testing laboratory. If the tests and any subsequent retests indicate the materials and equipment fail to meet the requirements of the CONTRACT DOCUMENTS, the CONTRACTOR may pay for the laboratory costs directly to the testing firm or the total of such costs shall be deducted from any payments due the CONTRACTOR.
- J. The CONTRACTOR shall pay costs for additional trips to the project by the agency when scheduled times for tests and inspections are canceled and agency is not notified sufficiently in advance of cancellation to avoid the trip.

END OF SECTION

SECTION 01380 - CONTROL OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate and a quantity large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the Proposal. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to secure the quality of the work and rate of progress required.

1.02 PIPE LOCATIONS

- A. Pipeline shall be located substantially as indicated on the DRAWINGS, but the ENGINEER reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.03 OBSTRUCTIONS

- A. The attention of the CONTRACTOR is drawn to the fact that during digging at the Project site, the possibility exists of the CONTRACTOR encountering various water, sewer, gas, telephone, electrical, or other lines not shown on the DRAWINGS. The CONTRACTOR shall exercise extreme care before and during digging to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, The CONTRACTOR shall repair the line at no cost to the OWNER.
- B. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the CONTRACT DOCUMENTS.
- C. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the work. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.
- D. The number of exploratory excavations required shall be that number which is

sufficient to determine the alignment and grade of the utility. Test pits shall be dug at the CONTRACTOR's expense, as directed.

- E. The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- F. In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- G. Where the proper completion of the work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- H. Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR at the CONTRACTOR's expense. Sewer laterals are included.
- I. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement OWNER before being concealed by backfill or other work.
- J. All power, telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and any other cables encountered along the line of the work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the OWNER of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not

discovered until after completion of the backfilling.

1.04 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the ENGINEER. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the ENGINEER may require special construction procedures such a limiting the length of open trench or prohibiting stacking excavated material in the street, and requiring that the trenches shall not remain open overnight.
- B. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

1.05 TEST PITS

- A. Test pits for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the CONTRACTOR at his cost at the direction of the ENGINEER. Test pits shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the ENGINEER.

1.06 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as service lines must be crossed, deflection of the pipe within recommended limits and cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the DRAWINGS. However, when in the opinion of the ENGINEER or the OWNER this procedure is not feasible he may direct the use of fittings.

1.07 SANITATION

- A. Toilet Facilities - Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes - The CONTRACTOR shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the CONTRACTOR or organic material wastes from any other source related to the CONTRACTOR's operations shall be disposed of away from the site in a manner satisfactory to the ENGINEER and in accordance with all laws and regulations pertaining thereto.

1.08 RELOCATIONS

- A. The CONTRACTOR shall be responsible for the relocation of structures, including but not limited to light poles, signs, sign poles, fences, piping, conduits and drains that interfere with the positioning of the work as set out on the DRAWINGS. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the OWNER.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the General CONTRACTOR and his sub-contractors or trades, and shall assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or sub-contractor having jurisdiction, unless otherwise indicated herein or directed by the ENGINEER.

3.02 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. Further, the CONTRACTOR shall take all necessary precaution to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the OWNER.

3.03 PRIVATE LAND

- A. The CONTRACTOR shall not enter or occupy private land outside of easements, except by **written permission** of the land OWNER.

3.04 RESTORATION

- A. Temporary restoration shall be completed within five days of pipe installation. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials. All construction materials, supplies, or equipment, including piles of debris shall be removed from the area. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean and neat, free of dust and dirt,

until final restoration operations are completed. The CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the ENGINEER.

- B. Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.
- C. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the ENGINEER.
- D. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.
- E. The CONTRACTOR shall test an installed section of pipeline within five calendar days from completion of the pipeline. A section of pipe is defined as a pipe section which can be isolated by valves for appurtenances is satisfactorily completed, the CONTRACTOR shall provide the ENGINEER with a "Schedule of Existing Facilities Restoration" which will be reviewed and be acceptable to the ENGINEER. The schedule shall show the existing facilities to be restored and schedule of beginning and completion dates for each item of restoration. The work for completing the final restoration of existing facilities for a tested section of work shall be completed within 30 days of acceptance of the pipeline testing.

END OF SECTION

SECTION 01390 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish, install and maintain temporary utilities required for construction, remove on completion of work.
- B. Pay all fees associated with temporary utilities including water consumption charges.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department and Environmental Regulations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used in the construction, testing and trial operation prior to final acceptance of the work by the OWNER.
- B. Install circuit and branch wiring, with the area distribution boxes located so that power and lighting is available throughout the construction by the use of construction type power cords.
- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate to work, and all areas accessible to the public.

2.03 TEMPORARY WATER

- A. Arrange with the CITY to provide water for construction purposes. This will include rental of a City supplied construction meter with backflow device.

2.04 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.

PART 3 - EXECUTION

3.01 GENERAL

- A. Maintain and operate systems to assure continuous service.
- B. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore permanent facilities used for temporary services to specified condition.
- D. Contractor shall maintain all emergency, caution signs, security barriers, etc. until all temporary materials and equipment are removed.

END OF SECTION

SECTION 01400 - EXISTING UTILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for specifications related to construction in the vicinity of existing utilities.

1.02 CONTRACTOR RESPONSIBILITIES

- A. The term existing utilities shall be deemed to refer to both publicly-owned and privately-owned utilities including, but not limited to, electric power and lighting, telephone, water, gas, storm drains, process lines, sanitary sewers and all appurtenant structures.
- B. Prior to underground construction, the CONTRACTOR is required by the Underground Facility Damage Prevention and Safety Act, Chapter 556 FS to contact Sunshine 811, for the location of underground utilities.
- C. Where existing utilities and structures are indicated in the CONTRACT DOCUMENTS, it shall be understood that all of the existing utilities and structures affecting the work may not be shown and that the locations of those shown are approximate only. It shall be the responsibility of the CONTRACTOR to ascertain the actual extent and exact location of existing utilities and structures. In every instance, the CONTRACTOR shall notify the proper authority having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities.
- D. NOTIFICATION of utility OWNER
- E. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the CONTRACTOR shall notify the respective authorities representing the OWNERS or agencies responsible for such facilities not less than three days nor more than seven days prior to excavation so that a representative may be present during such excavation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 TEMPORARY CONNECTIONS

- A. The work shall be carried out in a manner to prevent disruption of existing services and to avoid damage to the existing utilities. Temporary connections

shall be provided, as required, to insure no interruption of existing services. Any damage resulting from the work of this Contract shall be promptly repaired by the CONTRACTOR at his own expense in a manner approved by the ENGINEER and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the CONTRACTOR shall be responsible for all costs thereof.

3.02 UTILITY SUPPORT

- A. Where excavations by the CONTRACTOR require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the CONTRACTOR. All such work shall be performed in a manner satisfactory to the CITY and the respective authority having jurisdiction over such work.

3.03 UTILITY CROSSINGS

- A. It is intended that wherever existing utilities such as water, chemical, electrical, or other service lines must be crossed, deflection of the pipe within limits recommended by the pipe manufacturer and the required minimum cover shall be used to satisfactorily clear the obstruction unless otherwise indicated on the DRAWINGS. However, when, in the opinion of the OWNER or ENGINEER, this procedure is not feasible the ENGINEER may direct the use of fittings for a utility crossing as detailed on the DRAWINGS. All existing utilities shall be pothole located prior to construction of conflicting piping.

3.04 ADVANCE INVESTIGATIONS

- A. The CONTRACTOR shall be responsible for uncovering and exposing existing utilities sufficiently in advance of pipe laying operations to confirm elevation, size, and material and clearance separation. If, upon excavation, an existing utility is found to be in conflict with the proposed construction or be of a size or material different from what is shown on the plans, the CONTRACTOR shall immediately notify the ENGINEER, who will in turn prepare a recommendation. Failure of the CONTRACTOR to perform the advance investigation shall not relieve it of any claims for delay or damages.

3.05 UNFORESEEN UTILITIES

- A. The attention of the CONTRACTOR is drawn to the fact that during excavation, the possibility exists of encountering water, sewer, petroleum, gas, telephone, electrical, or other utilities not shown on the DRAWINGS. The CONTRACTOR is responsible for obtaining utility locations from the utility OWNERS or utility locating company. The CONTRACTOR shall exercise extreme care before and during digging to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the CONTRACTOR shall repair the line at the no cost to the OWNER.

3.06 CONNECTIONS TO EXISTING SYSTEMS

- A. The CONTRACTOR shall perform all work necessary to locate, excavate, and prepare for connections to the terminus of the existing mains all as shown on the DRAWINGS or where directed by the OWNER. The cost of this work and the cost for the actual connection to the existing mains shall be included in the bid price as a separate item and shall not result in any additional cost to the OWNER.

3.07 MAINTENANCE OF EXISTING STORM WATER FACILITIES OPERATION

- A. The CONTRACTOR shall take notice that existing storm water pump station is operated in the construction area. It is the responsibility of the CONTRACTOR to contact the OWNER's utility operator and ascertain the extent of any specific service area.
- B. The CONTRACTOR shall fully cooperate at all times with the OWNER in order to maintain the operation of the existing facilities with the least amount of interference and interruption possible. Continuous service, public health, and safety considerations shall exceed all others and the CONTRACTOR's schedule, plans, and work shall at all times be subject to alteration and revision, if necessary, for the above considerations.
- C. The ENGINEER and OWNER reserve the right to require the CONTRACTOR to work 24 hours per day in all cases where, in their opinion, interference with operation of the system may result.
- D. In no case will the CONTRACTOR be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the interfering portion of the work are on the site, or a temporary by-pass system is effectively in place. All existing utilities shall be potholed located prior to construction of conflicting piping.
- E. The CONTRACTOR shall provide emergency storm drainage pumping as specified in the CONTRACT DOCUMENTS.

3.08 RESTORATION OF PAVEMENT

- A. General: All paved areas including concrete, asphaltic concrete, berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the CONTRACT DOCUMENTS. All pavements which are subject to partial removal shall be neatly saw-cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent

surfaces, the CONTRACTOR shall saw-cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

END OF SECTION

SECTION 01410 – PROTECTION OF EXISTING PROPERTY

PART 1 - GENERAL

1.01 SPECIFICATION INCLUDES

- A. The CONTRACTOR shall be responsible for the preservation and protection of property adjacent to the work site against damage or injury as a result of his operations under this project. Any damage or injury occurring on account of any act, omission or neglect on the part of the CONTRACTOR shall be restored in a proper and satisfactory manner or replaced by and at the expense of the CONTRACTOR to an equal or superior condition than previously existed.
- B. In the event of any claims for damage or alleged damage to property as a result of work, the CONTRACTOR shall be responsible for all costs in connection with the settlement of or defense against such claims. Prior to commencement of work in the vicinity of property adjacent to the work site, the CONTRACTOR, at his own expense, shall take such surveys as may be necessary to establish the existing condition of the property. Before final payment can be made, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.

1.02 BARRICADES, WARNING SIGNS AND LIGHTS

- A. In addition to the requirements of this Specification, the CONTRACTOR shall provide, erect and maintain as necessary, strong and suitable barricades, danger signs and warning lights for the preservation and protection of property adjacent to the work site. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.

1.03 TREES AND LANDSCAPING PROTECTION

- A. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or landscaping in or near the project site, and shall not trim or remove any trees or landscaping unless such trees or landscaping have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees or landscaping which are damaged during construction shall be replaced by the CONTRACTOR or a certified tree/landscaping company to the satisfaction of the OWNER.
- B. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency or OWNER if any tree or landscaping is damaged by the CONTRACTOR's operations. If, in the opinion of the jurisdictional agency or OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree or landscaping at its own expense. The tree or landscaping shall be of a like size and variety as the tree or landscaping damaged, or, if of a smaller size, the CONTRACTOR shall pay any compensatory payment.

- C. All permit fees associated with the removal and replacement of trees and landscaping damaged or destroyed shall be the responsibility of the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01420 - SECURITY

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides for requirements of security, entry control, personnel identification and miscellaneous restrictions.

1.02 SECURITY PROGRAM

- A. Protect Work, existing premises and OWNER's operations from theft, vandalism and unauthorized entry.
- B. Initiate program in coordination with OWNER's existing security system at job mobilization.
- C. Maintain program throughout construction period until OWNER occupancy as directed by ENGINEER.

1.03 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workmen and visitors, make available to OWNER on request.
- D. Coordinate access of OWNER's personnel to site in coordination with OWNER's security forces.

1.04 PERSONNEL IDENTIFICATION

- A. All personnel shall wear clothing bearing the company information of which they are employed including identification badges.
- B. Provide additional security as required by the OWNER.
- C. Become familiar with OWNER and ENGINEER representatives and restrict access to job site to these representatives.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01430 – SITE ACCESS AND STORAGE

PART 1 - GENERAL

This section provides general specifications for the CONTRACTOR's mobilization, demobilization, access to the site and limitations on storage or lay-down area.

1.01 HIGHWAY LIMITATIONS

- A. The CONTRACTOR shall make his own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work.

1.02 CONTRACTOR'S WORK AND STORAGE AREA

- A. Contractor's work and storage area plan shall be submitted for OWNERs approval no later than 30 days after NTP.
 - 1. OWNER approval of the work area and storage plan is required prior to commencement.
 - 2. The limits of the CONTRACTOR's staging area and other applicable restrictions shall be subject to the local municipality.
- B. The CONTRACTOR shall make his own arrangements and pay for any necessary off-site storage or shop areas necessary for the proper execution of the work.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The CONTRACTOR shall set up construction facilities in a neat and orderly manner within designated areas and shall confine operations to work and storage areas.

3.02 RESTORATION

- A. All areas disturbed by the construction activities shall be restored to proper grade, cleaned up, including the removal of debris, trash, and deleterious materials.
- B. Temporary restoration shall include all driveways, sidewalks and roadways. They shall be swept clean and be maintained free of dirt and dust
- C. All construction materials, supplies, or equipment, including piles of debris shall

be removed from the area.

- D. All temporarily restored areas shall be maintained by the CONTRACTOR. These areas shall be kept clean and neat, free of dust and dirt, until final restoration operations are completed.
- E. Temporary restoration shall be completed within five days of pipe installation or as specified.
- F. The CONTRACTOR is responsible to utilize dust abatement operations in the temporarily restored areas as required, to the satisfaction of the ENGINEER.
- G. Final restoration shall be completed within thirty days of pipe acceptance. Final restoration shall include the completion of all required pavement replacement of roadways, driveways, curbs, gutters, sidewalks and other existing improvements disturbed by the construction; final grading, placement of sod, pavement marking, etc., all complete and finished, acceptable to the ENGINEER.
- H. In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with the adjacent undisturbed pavement.

3.03 DEMOBILIZATION

- A. At the completion of Work the CONTRACTOR shall remove its personnel, equipment, and temporary facilities from the site in a timely manner. The CONTRACTOR shall also be responsible for transporting all unused materials belonging to the OWNER to a place of storage on site designated by the OWNER and for removing from the site and disposing of all other materials and debris resulting from the construction. It shall then return all areas used for its activities to a condition as recorded in the pre-construction video or better.

END OF SECTION

SECTION 01440 - TRAFFIC REGULATION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Work to be performed under this section shall include furnishing all materials and labor necessary to regulate vehicular and pedestrian traffic.
- B. Provide, operate and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow around the construction area.
- C. Remove temporary equipment and facilities when no longer required, restore grounds to original, or to specified conditions.

1.02 REFERENCES

- A. The Work under this Contract shall be in strict accordance with the following codes and standards.
 - 1. The CITY
 - 2. Broward County Traffic Engineering Division
 - 3. Florida Department of Transportation Design Standards and Specifications
 - 4. OSHA Safety and Health Standards for Construction.
 - 5. Federal Highway Administration Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
 - 6. Federal Highway Administration Traffic Controls for Street and Highway Construction and Maintenance Operations

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF TRAFFIC

- A. For the maintenance and protection of vehicular and pedestrian traffic in public or private streets and ways, the CONTRACTOR shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation,

Federal Highway Administration (ANSI D6.1).

- B. The CONTRACTOR shall provide a Maintenance of Traffic Plan, prepared by a FDOT certified MOT CONTRACTOR. The plan, and subsequent revisions, must be approved by the Broward County or the Florida Department of Transportation as applicable.
- C. The CONTRACTOR shall take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of OSHA and Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
- D. The CONTRACTOR shall remove traffic control devices when no longer needed, shall repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

3.02 CORRECTIONS

- A. Upon notification by the OWNER either verbally or in writing, the CONTRACTOR shall correct any noted deficiencies within one hour.
- B. Inspection of all traffic control items shall be accomplished at least twice per day. One of these inspections shall be at the end of the work day or at night.

3.03 TRAFFIC AND VEHICULAR ACCESS:

- A. **Emergency Vehicles:** No single family residence, multi-family residence, apartment, commercial building or place of employment shall be without access to emergency vehicles for a period longer than three hours. The CONTRACTOR shall notify in writing the ENGINEER, the police, fire and other emergency departments and agencies when and where work is to be accomplished that will affect their operations at least two days in advance of such work.
- B. **Commercial Properties:** Access to commercial property shall not be blocked for a period of more than 30 minutes during the time such properties are open for business.
- C. **Residential Property:** Access to residential property shall not be blocked for a period of more than 4 hours.

3.04 ROAD CLOSURE

- A. No roads shall be blocked to traffic without adequate detour facilities for a period of more than 30 minutes or as directed by the governing authority.
- B. At least seven days prior to a proposed road closure, the CONTRACTOR shall submit to the City Engineer a complete traffic control plan. This plan shall

include the following minimum information:

1. Sketch of work site and all area roads, streets and mark driveways.
2. Proposed detour route.
3. All necessary traffic control devices to be used.
4. Emergency CONTRACTOR contact person name and phone to be available 24 hours a day.
5. Estimated times/dates of road closure.

3.05 FLAGMEN

- A. Provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic.

3.06 FLARES AND LIGHTS

- A. Provide lights as required to clearly delineate traffic lanes and to guide traffic as required.
- B. Provide lights for use by flagmen in directing traffic.
- C. Provide illumination of critical traffic and parking areas as required.

3.07 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, OWNER's operations, or construction operations.
- B. Monitor parking of construction personnel's private vehicles.
- C. Maintain free vehicular access to and through parking areas and driveways.
- D. Prohibit parking on or adjacent to access roads, or in non-designated areas.

END OF SECTION

SECTION 01450 – PROJECT IDENTIFICATION SIGNS

PART 1 - GENERAL

1.01 SPECIFICATION INCLUDES

- A. Furnish, install and maintain one project identification sign.
- B. Remove sign upon completion of construction.
- C. Allow no other signs to be displayed without approval of OWNER.

1.02 PROJECT IDENTIFICATION SIGN

- A. One painted or printed sign of size, design and lettering as shown on sample provided by OWNER.
 - 1. Locate as directed by OWNER.
 - 2. Colors as indicated.

1.03 QUALITY ASSURANCE

- A. Provide one electronic proof for OWNER approval prior to release for printing or painting.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and framing shall be pressure treated (2) 4"x4"x10' posts.
- B. Foundation shall be two eighty pound bags of concrete per post.
- C. Sign Surfaces shall be exterior grade plywood 8 feet wide by 4 feet high with a minimum thickness of 5/8 inch.
- D. Rough Hardware: Galvanized
- E. Finishes and painting shall be adequate to resist weathering and fading for scheduled construction period.

PART 3 - EXECUTION

3.01 PROJECT IDENTIFICATION SIGN

- A. Paint exposed surfaces of supports, framing and surface material; one coat of primer and one coat of exterior paint.

- B. Paint graphics in styles, sizes and colors selected.
- C. Lettering shall be as noted.
- D. Logo shall be shown as directed by OWNER.
- E. Background shall be white.

3.02 SIGN LOCATION

- A. Sign shall be located within the right of way or in an area approved by the OWNER.

3.03 MAINTENANCE

- A. Maintain sign and supports in a neat, clean condition; repair damages to structure, framing or sign.
- B. Relocate sign as required by progress of the work.

3.04 REMOVAL

- A. Remove sign, framing, supports and foundations at completion of project or at direction of the ENGINEER.

END OF SECTION

SECTION 01470 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Material and equipment incorporated into the Work.
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, and type and qualify specified, or as specifically approved in writing by the ENGINEER.
 - 3. Manufactured and Fabricated Products.
 - a. Design, fabricate, and assemble in accord with the best Engineering and shop practices.
 - b. Manufacture like part of duplicate units to standard sizes and gauges, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the work. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and approval of the ENGINEER. No material shall be delivered to the work without prior approval of the ENGINEER.
- B. Within 30 days after the effective date of the Agreement, the CONTRACTOR shall submit to the ENGINEER, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the ENGINEER to identify the particular product and to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the CONTRACTOR. If the ENGINEER requires, either prior to beginning or during progress of the work, the CONTRACTOR shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the specifications. Such samples shall be furnished, stored,

packed, and shipped as directed at the CONTRACTOR's expense. Except as otherwise noted, the OWNER will make arrangements for and pay for the tests.

- D. The CONTRACTOR shall submit data and samples sufficiently early to permit work. Any delay of approval resulting from the CONTRACTOR's failure to submit samples or data promptly shall not be used as a basis of claim against the OWNER or the ENGINEER.
- E. In order to demonstrate the proficiency of workmen or to facilitate the choice among several textures, types, finishes, and surfaces, the CONTRACTOR shall provide such samples of workmanship or finish as may be required.
- F. The materials and equipment used on the work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When CONTRACT DOCUMENTS require that installation of work shall comply with manufacturer's printed instruction, obtain, and distribute copies of such instructions to parties involved in the installation, including copies to the ENGINEER.
 - 1. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition, and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by CONTRACT DOCUMENTS.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accord with construction schedules; coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately upon delivery, inspect shipments to assure compliance with requirements of CONTRACT DOCUMENTS and approved submittals, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent

soiling or damage to Products or packaging.

1.05 STORAGE AND PROTECTION

- A. The CONTRACTOR shall furnish a covered, weather-protected storage structure, providing a clean, dry, noncorrosive environment for all mechanical equipment, valves, electrical and instrumentation equipment, and special equipment to be incorporated into this project. Storage of equipment shall be performed to allow easy access and be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including weather/humidity protection, connection of heaters, placing of storage lubricants in equipment, blocking, or skid storage, etc. Corroded, damaged, or deteriorated equipment and parts shall be replaced before acceptance of the project.
- B. Store Products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather-tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. All materials and equipment to be incorporated in the work shall be handled and stored by the CONTRACTOR before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.
- D. Cement, sand, and lime shall be stored under a roof, off the ground, and shall be kept completely dry at all times. All structural and miscellaneous steel and reinforcing steel shall be stored off the ground, or otherwise, to prevent accumulations of dirt or grease, and to minimize rusting. Brick, block, and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking, and spalling to a minimum.
- E. Moving parts shall be rotated a minimum of once weekly to insure proper lubrications, and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half-load, once weekly, for an adequate period of time to insure that the equipment does not deteriorate from lack of use. All materials which, in the opinion of the ENGINEER, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed from the site of the work, and the CONTRACTOR shall receive no compensation for the damaged material or its

removal.

- F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specific conditions, and free from damage or deterioration.
- G. CONTRACTOR shall be responsible for protection after installation by providing substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
- H. The CONTRACTOR shall be responsible for all materials, equipment, and supplies sold and delivered to the OWNER under this Contract, until final inspection of the work and acceptance thereof by the OWNER. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace same without additional cost to the OWNER.
- I. Should the CONTRACTOR fail to take proper action on storage and handling of equipment supplied under this Contract within seven days after written notice to do so has been given, the OWNER retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the CONTRACTOR's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, Engineering, and any other costs associated with making the necessary corrections.

1.06 PRODUCT OPTIONS

A. Products List

1. Within 30 days after the effective date of the Agreement, submit to the ENGINEER a complete list of major products proposed to be used, with the name of the manufacturer and the installing sub-Contractor.

B. CONTRACTOR's Options

1. For Products specified only by reference standard, select any product meeting that standard.
2. For Products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.
3. For products specified by naming one or more Products or Manufacturers and an "or equal", the CONTRACTOR must submit a request for substitutions of any Product or Manufacturer not specifically named.
4. Do not submit proposed substitutions for products named as No Substitutions Permitted.

1.07 SPECIAL TOOLS

- A. Manufacturers of equipment and machinery shall furnish any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, together with instructions for their use. The CONTRACTOR shall preserve and deliver to the OWNER these tools and instructions in good order no later than upon completion of the Contract.

PART 2 - PRODUCTS (NOT USED)

2.01 FASTENERS

- A. All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by the CONTRACTOR. Bolts shall have suitable washers and, where so required, their nuts shall be hexagonal.
- B. All bolts, anchor bolts, nuts, washers, plates, and bolt sleeves shall be Type 316 stainless steel unless otherwise specifically indicated or specified.
- C. Unless otherwise specified, stud, tap, and machine bolts shall be of the best quality refined bar iron. Hexagonal nuts of the same quality of metal as the bolts shall be used.

2.02 LUBRICANTS

- A. During testing and prior to acceptance, the CONTRACTOR shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract.

2.03 GREASE, OIL AND FUEL

- A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. The OWNER shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of the equipment supplied under Division 11 through 16.
- B. The CONTRACTOR shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three weeks of operation.

2.04 SPARE PARTS

- A. Spare parts for certain equipment provided under Division 11 through 16 have been specified in the pertinent sections of the Specifications. The CONTRACTOR shall collect and store all spare parts so required in an area to be designated by the ENGINEER. In addition, the CONTRACTOR shall furnish to the ENGINEER an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the

inventory to substantiate the delivered cost.

PART 3 - EXECUTION

3.01 PROTECTION AGAINST ELECTROLYSIS

- A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators, nylon neoprene or other acceptable materials.

3.02 STORAGE AND HANDLING OF EQUIPMENT ON SITE

- A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed.
 - 1. Equipment shall not be shipped until approved by the ENGINEER. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the ENGINEER.
 - 2. All equipment having moving parts, such as gears, electric motors, etc. and/or instruments, shall be stored in a temperature and humidity controlled building approved by the ENGINEER, until such time as the equipment is to be installed.
 - 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 - 4. Manufacturer's storage instructions shall be carefully studied by the CONTRACTOR and reviewed with the ENGINEER by him. These instructions shall be carefully followed and a written record of this kept by the CONTRACTOR.
 - 5. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication, and to avoid metal-to-metal "welding". Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half-load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.
 - 6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed, and lubricated prior to testing and start up, at no extra cost to the OWNER.

7. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested, and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR's expense.

END OF SECTION

SECTION 01480 - SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish and install products specified and named in their respective Specifications or on the DRAWINGS unless substitution is allowed by the requirements stated in this Section.
- B. For products specified only by reference standard, select product meeting that standard, by any manufacturer.
- C. For products specified by naming several products or manufacturers, select any one of those products and manufacturers names which complies with their respective Specifications.
- D. For products specified by naming only one or more products or manufacturers and stating "or equal", submit a request as for substitutions for any product or manufacturer which is not specifically named.
- E. Requests for any substitutions not submitted in accordance with the instructions herein will be denied.
- F. This Section does not apply to the AMR system specified in Section 15200.

1.02 PRODUCTS LIST

- A. Within 30 days after award of Contract, submit to ENGINEER five copies of complete list of major Products which are proposed for installation.
- B. Tabulate Products by specification section number and title.
- C. For products specified only by reference standards, list for each such Product:
 - 1. Name and address of manufacturer.
 - 2. Trade Name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data:
 - a. Reference standards.
 - b. Performance test data.

1.03 SUBSTITUTION SUBMITTAL REQUIREMENTS – “OR APPROVED EQUAL”

- A. Within a period of 30 days after award of Contract, ENGINEER will consider

formal requests from the CONTRACTOR for substitution of products in place of those specified.

B. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the CONTRACTOR.

C. Submit a separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of the proposed substitution with requirements stated in the CONTRACT DOCUMENTS:

a. Product identification, including manufacturer's name and address.

b. Manufacturer's literature; identify:

- 1) Product description.
- 2) Reference standards.
- 3) Performance and test data.

c. Samples, as applicable.

d. Name and address of similar projects on which product has been used, and the date of each installation

2. Itemized comparison of the proposed substitution with product specified; List significant variations.

3. Data relating to changes in the construction schedule.

4. Any effect of the substitution on separate contracts.

5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services, and sources of replacement materials.

D. Substitute products shall not be ordered or installed without written acceptance of ENGINEER.

E. ENGINEER will determine the acceptability of proposed substitutions.

1.04 SUBSTITUTIONS WILL NOT BE CONSIDERED FOR ACCEPTANCE WHEN:

A. They are indicated or implied on Shop DRAWINGS or product data submittals without a formal request from CONTRACTOR.

B. The manufacture of the product substitution does not meet the Qualifications as

stated in the specifications.

- C. They are requested directly by a sub-contractor or supplier.
- D. No data is provided relating to changes in construction schedule.
- E. There is any effect of substitution on separate contracts.
- F. Changes are required in other work or products.
- G. There is no accurate cost data comparing proposed substitution with product specified.
- H. There are required license fees or royalties above and beyond the specified vendor.
- I. Availability of maintenance services, sources of replacement materials does not equal that provided by the specified vendor.
- J. Acceptance will require substantial revision of CONTRACT DOCUMENTS.

1.05 CONTRACTOR'S REPRESENTATION

- A. In making formal request for substitution CONTRACTOR represents that:
 - 1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
 - 2. He will provide the same warranties or bonds for substitution as for product specified.
 - 3. He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
 - 4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
 - 5. Cost data is complete and includes related costs under his Contract, but not:
 - a. Costs under separate contracts.
 - b. ENGINEER's costs of redesign or revision of CONTRACT DOCUMENTS.

1.06 ENGINEER DUTIES

- A. Review CONTRACTOR's requests for substitutions in accordance the Shop Drawing review requirements.
- B. Notify CONTRACTOR, in writing, of decision to accept or reject requested

substitution.

1.07 SUBSTITUTION SUBMITTAL REQUIREMENTS – “NO SUBSTITUTIONS PERMITTED”

- A. CONTRACTOR may not request a substitute item or vendor/manufacturer for which the specifications indicate “No Substitutions Permitted “.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 - CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by General Conditions.

1.02 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with applicable codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

- A. The CONTRACTOR shall keep the area of the work and other areas utilized or impacted by construction in a neat and clean condition, free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the work site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations.
- B. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- C. Provide on-site containers for the collection of waste materials, debris and rubbish as required.

3.02 DUST ABATEMENT

- A. The CONTRACTOR shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. Means for the control of dust shall include, but not be limited to, sweeping and water trucks. The CONTRACTOR shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the CONTRACTOR is relieved of further responsibility by the ENGINEER.

3.03 FINAL CLEANING

- A. Remove temporary protection and facilities installed for protection of the Work during construction.
- B. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the OWNER's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- C. Where extra materials of value remaining after completion of associated Work have become the OWNER's property, arrange for disposition of these materials as directed.

END OF SECTION

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes the requirements for maintaining, recording and submitting Project Record Documents including, but not limited to,
 - 1. Record DRAWINGS or As-Built DRAWINGS
 - 2. Record Specifications and other CONTRACT DOCUMENTS
 - 3. Record Samples, Shop DRAWINGS or Record Product Data

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain at the site for the OWNER and ENGINEERs review one record copy of:
 - 1. DRAWINGS
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. ENGINEER's Field Orders or Written Instructions
 - 6. Approved Shop DRAWINGS, Working DRAWINGS, and Samples
 - 7. Field Test Reports
 - 8. Construction Photographs
- B. Store Record Documents in the CONTRACTOR's field office apart from documents used for construction.
- C. File Record Documents in accordance with the CSI format number system utilized in the CONTRACT DOCUMENTS.
- D. Maintain Record Documents in a clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.
- E. Make Record Documents available at all times for inspection by the ENGINEER.
- F. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the currently updated Record Documents for review by the ENGINEER and the OWNER.

1.03 RECORDING

A. Record DRAWINGS:

1. Maintain a clean, undamaged set of prints of Contract DRAWINGS to serve as the project Record DRAWINGS.
2. Label each sheet "RECORD DRAWING" in neat large printed letters with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
3. The Record DRAWINGS shall be presented at the same scale as the Contract DRAWINGS.
4. The Record DRAWINGS shall correctly and accurately show all changes from the Contract DRAWINGS made during construction.
5. All information shall be verified and certified by an independent Professional Surveyor and Mapper registered in the State of Florida.
6. All vertical information shall be provided in the datum indicated in the Contract DRAWINGS.
7. Horizontal and vertical locations referenced to base-line or permanent surface improvements.
8. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop DRAWINGS are used, record a cross reference at the corresponding location on the Record DRAWINGS.
9. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
10. Mark new information that was not shown on Contract DRAWINGS or Shop DRAWINGS.
11. Note related Change Order numbers where applicable.
12. Organize Record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
13. Do not use Record DRAWINGS for construction purposes.
14. Record information concurrently with construction progress.

B. The Record DRAWINGS shall be neat and legible including the following:

1. Above ground piping and equipment:
 - a. All equipment locations, dimensions and elevations as indicated in the Contract DRAWINGS.

- b. All building and tank locations, dimensions and elevations as indicated in the Contract DRAWINGS.
 - c. All above ground piping size, material, class, lengths, dimensions, and elevations as indicated in the Contract DRAWINGS.
 - d. Horizontal locations of piping, fittings, valves and appurtenances.
 - e. Elevations of the top of pipe, fittings, valves and appurtenances as indicated in the Contract DRAWINGS and at 50' maximum increments
 - f. All changes from the original design.
2. Underground pressure pipe including potable water mains sanitary sewer force mains, drainage force mains and the like:
- a. All piping size, material, class, lengths, dimensions, bury depth and elevations as indicated in the Contract DRAWINGS.
 - b. Horizontal locations of piping, fittings, valves and appurtenances.
 - c. Elevations of the top of pipe, fittings, valves and appurtenances.
 - d. Elevations as indicated in the Contract DRAWINGS and at 50' maximum increments
 - e. Lengths of restrained pipe.
 - f. Water service locations.
 - g. Meter sizes.
 - h. All changes from the original design.
3. Gravity sanitary sewer:
- a. All piping size, material, class, lengths, slopes, dimensions and elevations as indicated in the Contract DRAWINGS.
 - b. Horizontal locations of manholes.
 - c. Rim, invert, and size of all manholes.
 - d. Service terminal end locations.
 - e. Wet well construction including diameter, bottom, invert and float elevations.
 - f. All changes to piping from the original design.
4. Stormwater Drainage:

- a. All piping size, material, class, lengths, dimensions and elevations as indicated in the Contract DRAWINGS.
 - b. Horizontal locations of manholes and catch basins.
 - c. Rim, invert, bottom elevations and size of all manholes and catch basins.
 - d. All surface elevations indicated on the Contract DRAWINGS including, but not limited to, swales, berms, yards, sidewalks, and the like.
 - e. Horizontal location and elevation of all storm water retention or detention areas.
 - f. All changes from the original design.
5. Limerock base:
- a. Upon completion of all underground utilities and limerock base, and before placement of asphalt, provide the following for ENGINEER review:
 - 1) Finished limerock base elevations taken at the location of finished asphalt elevations as indicated in the Contract DRAWINGS.
 - 2) Additional elevations as required by the ENGINEER, including, but not limited to:
 - (a) Finished limerock base at centerline, edge of median and edge of pavement.
 - (b) Back of sidewalk or right of way.
 - (c) Bottom of swale or flow line of gutter.
 - (d) Top of curb.
 - (e) High points, low points and grade breaks.
 - (f) Intersections.
6. Electrical, instrumentation and controls
- a. Horizontal location of all electrical equipment and control cabinetry.
 - b. Elevations of the bottom of all electrical and control panels.
 - c. Horizontal location and elevation of all conduits including conduit size, route and wire size.
 - d. Horizontal location of all light poles and junction boxes.
7. Miscellaneous:
- a. Horizontal location and elevation of all concrete slabs.
 - b. Horizontal location, size and material of all fencing.

- c. Location size and material of all existing utilities whether indicated on the Contract DRAWINGS or not.
 - d. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - e. Depths of various elements of foundation in relation to finish first floor datum.
 - f. Field changes of dimensions and details.
 - g. Details not on original contract DRAWINGS.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction.
- 1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 - 2. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
 - 3. Note related record drawing information and Product Data.
 - 4. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 5. Changes made by field order or by Change Order.
- D. Record Product Data (Shop DRAWINGS): Maintain one copy of each Product Data submittal.
- 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations.
 - 2. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation.
 - 3. Note related Change Orders and mark-up of record DRAWINGS and Specifications.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the CONTRACTOR will meet at the site with the ENGINEER and the OWNER to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the OWNER for

record purposes. Comply with delivery to the OWNER's Sample storage area.

- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work.

1.04 SUBMITTAL

- A. Project Record Documents, demonstrating construction progress, shall be submitted with each Application for Payment.
- B. Interim Project Record DRAWINGS shall be submitted at significant project milestones including:
 - 1. Construction of wet well or other structures.
 - 2. Construction of catch basins, manholes, pipes and appurtenances.
 - 3. As required by the ENGINEER.
- C. Project Record Documents, demonstrating construction completion shall be submitted with the balance of Closeout documents at the conclusion of construction including:
 - 1. Three sets of signed and sealed sets of prints.
 - 2. One compact disc copy of record DRAWINGS in Autocad format.
- D. Accompany submittals with transmittal letter in duplicate, containing:
 - 1. Date
 - 2. Project Title and Number
 - 3. CONTRACTOR's Name and Address
 - 4. Title and Number of each Record Document
 - 5. Signature of CONTRACTOR or his Authorized Representative

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 - WARRANTIES

PART 1 - GENERAL

1.01 SPECIFICATION INCLUDES

- A. Compile warranties and bonds as specified in the CONTRACT DOCUMENTS.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with CONTRACT DOCUMENTS.
- D. Submit to the ENGINEER for review and transmittal to OWNER.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bond, service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and sub-contractors.
- B. Number of original signed copies required: two (2) each.
- C. Table of Contents: neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item
 - 2. Firm, with name of principal, address and telephone number
 - 3. Scope
 - 4. Date of beginning of Warranty, bond or service and maintenance contract
 - 5. Duration of warranty, bond or service maintenance contract
 - 6. Provide information for OWNER's personnel:
 - a. Proper procedure in case of failure
 - b. Instances which might affect the validity of warranty or bond
 - 7. CONTRACTOR, name of responsible principal, address and telephone number

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets
- B. Format:

1. Size 8 1/2 inches x 11 inches, punch sheets for standard 3-post binder
2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:
 - a. Title of Project
 - b. Name of CONTRACTOR
- C. Binders: Commercial quality, three-post (3) binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.04 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all equipment, submit a one-year warranty from the equipment manufacturer, unless otherwise specified. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's for one year commencing at the time of acceptance by the OWNER.
- B. Refer to Technical Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01750 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Administrative and procedural requirements for project closeout.
 - 1. Inspection procedures.
 - 2. Project Record Document submittal.
 - 3. Final cleaning.
- B. Warranty and bond submittal.
- C. Closeout submittals, warranties and bonds required for specific products of work.

1.02 SUBSTANTIAL COMPLETION

- A. Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - 2. Advise OWNER of pending insurance change-over requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - 4. Obtain and submit releases enabling the OWNER unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
 - 5. Submit record DRAWINGS, maintenance manuals, and similar final record information.
 - 6. Complete start-up testing of systems, and instruction of the OWNER's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- B. When the CONTRACTOR considers the Work to be substantially complete, he shall submit a written notice to the ENGINEER that the Work, or designated portion of the Work, is complete and ready for inspection.
- C. Within a reasonable time of receipt of a request for inspection, the ENGINEER will either proceed with inspection or advise the CONTRACTOR of unfulfilled

requirements. When the ENGINEER and OWNER concur that the Work, or designated portion of the Work, is substantially complete, the ENGINEER will prepare the Certificate of Substantial Completion following inspection.

- D. Should the ENGINEER determine that the Work is not substantially complete, he will advise the CONTRACTOR of construction that must be completed or corrected before the certificate will be issued.
 - 1. The ENGINEER will repeat inspection when requested and assured that the Work has been substantially completed.
 - 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.03 FINAL COMPLETION

- A. When CONTRACTOR considers the Work to be complete, he shall submit written certification to the ENGINEER that the Work is completed and ready for final inspection. Include the following:
 - 1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - 3. Submit a certified copy of the ENGINEER's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, the list has been endorsed and dated by the ENGINEER.
 - 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the OWNER took possession of and responsibility for corresponding elements of the Work.
 - 5. Submit consent of surety to final payment.
 - 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 7. Submit final record documents.
- B. The ENGINEER will inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the ENGINEER.
 - 1. Upon completion of inspection, the ENGINEER will prepare a certificate

of final acceptance, or advise the CONTRACTOR of Work that is incomplete, or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, re-inspection process will be repeated.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

END OF SECTION

SECTION 15200

WATER METERS AND APPURTENANCES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The City of Pembroke Pines is located in Broward County, Florida (City). The City has approximately 160,000 residents and 46,000 residential water meters.
- B. The City is requesting proposals from Contractors interested in providing services for the replacement of aging residential water meters. These meters include, at a minimum, those meters which are 20-years old or older throughout the City. The project will be to completely replace all the meters in the specified routes, totaling approximately 16,272 meters.
- C. Water meters shall be furnished by the City. The Contractor will be required to coordinate the delivery and installation of City-furnished water meters with the City's water meter supplier. All other materials, equipment, labor and incidentals items required shall be furnished by the Contractor.
- D. The water meters to be replaced are located on various meter-reading routes throughout the City. Please follow the below link to see the location of the subject routes. The total number of meters, routes, etc. are subject to final quantities at the time of Commencement.

<https://pembrokepines.maps.arcgis.com/apps/instant/interactivelegend/index.html?appid=6fcc1e2272fc42a59360a86f7516b0b9>

- E. The Work will be performed on a Work Order basis. Prior to Work on each route, the Contractor shall walk the Route with the City Representative who will determine the number of meters and backflow prevention devices to be replaced, the number of meter boxes to be replaced, adjusted, etc. and well as other work necessary to complete each route based on the Unit Price Schedule.
- F. The City shall direct-purchase the water meters to be changed. The City shall store shipments of water meters at City facilities based on shipping timeframes and quantities as determined and coordinated by the Contractor and the City's meter supplier.

1.02 CONTRACT TIME

- A. The Work shall begin no later than thirty (30) days following the Notice to Proceed and shall be completed within two hundred and seventy (270) consecutive calendar days.
- B. The Contractor shall at all times during the continuance of the Contract perform the work with such resources as are sufficient to complete the project within the time specified.

- C. The Contractor must have the ability to bring in additional equipment or resources necessary to accelerate the work and meet the Contract Time should any repairs or delays occur that extend beyond five (5) calendar days.

1.03 REFERENCES

- A. American Water Works Association (AWWA) C-700 Cold Water Meters Displacement Type, Bronze Main Case
- B. AWWA Manual of Practices M6 – Water Meters – Selection, Installation, Testing and Maintenance.
- C. AWWA Manual of Practices M22 – Sizing Water Service Lines and Meters.
- D. International Electro-technical Commission Ingress Protection Code (IP)
- E. American Society of Sanitary Engineering (ASSE)

1.04 SUBMITTALS DURING CONSTRUCTION

- A. Manufacturer's descriptive literature, bulletins, and catalogs of all the proposed equipment.
- B. Copies of all materials required to establish compliance with the Specifications shall be submitted in accordance with the provisions of the General Conditions.

1.05 PRODUCT HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation.
- B. All equipment and parts must be properly protected against any damage and weather during a prolonged period at the site.
- C. Factory assembled parts and components shall not be dismantled for shipment.
- D. Each box or package shall be properly marked to show its net weight in addition to its content.

PART 2 - PRODUCTS

2.01 CROSS CONNECTION CONTROL

- A. In accordance with 50.40 of the City's Code of Ordinance, the Contractor shall install a Dual Check Device (DuC) between the meter and the private service line. The DuC shall be designed with two independent spring actuated check valves meeting ASSE #1024.
- B. The DuC shall be model LF7R manufactured by Watts or City Approved Equal. To be considered equal, the Contractor must present his proposed Substitution a

minimum of 2-weeks prior to the Bid Date.

2.02 METER BOXES

- A. The Contractor has the option of choosing to furnish one of each type of meter box, single or double, from the schedule found on detail W-10A appended to this Specifications.
- B. To be considered equal, the Contractor must present his proposed Substitution a minimum of 2-weeks prior to the Bid Date.

2.03 ANTENNA BOOSTER

- A. The proposed antenna booster shall be model #13749-200 with through lid mount by Neptune Technology Group no substitutions permitted.
- B. The antenna booster may be required by the City on a case-by case basis.
- C. Should the antenna booster be required by the City, the cost of installation shall be considered incidental to the cost of installation of City-Furnished water meters.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. The work shall be performed in accordance with all local, state and federal requirements.
- B. The Contractor will print and distribute door hangers according to City specifications before meter installation.
- C. The Contractor shall notify the City if inoperable valves, pre-existing leaks, broken meter box/lid and/or deteriorated service pipes are discovered prior to attempting meter removal/installation. These items may be replaced by the Contractor utilizing the Unit Price Schedule on an Approved Work Order Basis.
- D. The Contractor shall completely finish one route before beginning another route, however, multiple routes can be worked simultaneously if the Contractor has sufficient labor resources to do so.
- E. Installation shall be in strict accordance with the manufacturer's instructions and recommendations.
- F. The contractor shall be responsible for coordinating the new meter installation at a time convenient to the customer.
- G. The Contractor shall assume all responsibility and liability to shut on and off the water at each meter location and shall do so in the manner as required by City personnel and homeowner when replacing water meters

- H. The Contractor shall be responsible for the repair of leaks caused by meter replacement activities that occur within two (2) feet from the center of the meter.
- I. The Contractor shall collect data daily in the field electronically using barcode scanning technology and transmit this data in electronic Excel format to the City's billing system. The information shall be gathered daily in the field and must be available to the City within 24 hours of completion on a form provided by the City. Preliminary required information to be collected shall include:
 - 1. Register Serial Number
 - 2. New Transmitter Serial Number
 - 3. Old Meter Serial Number
 - 4. Final Meter Reading
 - 5. New Meter Reading
 - 6. Date of meter change-out.
 - 7. Other information as required by the City.
- J. The Contractor shall keep and maintain records which will enable the City to ascertain and determine clearly and accurately the total number of meters replaced and installed. These records shall be submitted to the City monthly at a minimum.

3.02 WATER METER BOXES

- A. Water meter boxes shall be installed in accordance with detail W-10a appended to this Specifications.
- B. Installation of meter boxes shall be plumb and level.
- C. Installation of meter boxes shall include the necessary removal of roots, rocks and landscaping necessary for proper installation.
- D. Existing water meter boxes not found to be level shall be leveled by the Contractor, including root and landscape removal. The cost of leveling existing water meter boxes shall be considered incidental to the cost of installation of City-Furnished water meters.

3.03 SALVAGE

- A. All existing water meters and salvageable parts, including brass, are City property and shall be returned to a designated area at the City Utility Operations Center located at 13975 Pembroke Road.
- B. All unsalvageable parts such as plastics and concrete shall be disposed of properly by the Contractor at no additional cost.

- C. The City shall be the sole determiner of salvagability.

3.04 WARRANTY

- A. All equipment, accessories, and component parts shall be guaranteed to be free of defects in workmanship and design and to operate as specified and intended during the warranty period.
- B. All water connections, pipe fitting, meter box and lid shall be guaranteed to be free of leaks, and defects in materials and workmanship for a period of one year from the time of City acceptance.
- C. All DuC's shall be guaranteed to be free of leaks, and defects in materials and workmanship for a period of one year from the time of City acceptance.

END OF SECTION

APPENDIX ONE – DETAIL W-10A

TYPICAL RESIDENTIAL WATER METER AND METER BOX
WITH CITY-FURNISHED METER

DATE: 03/03/2021

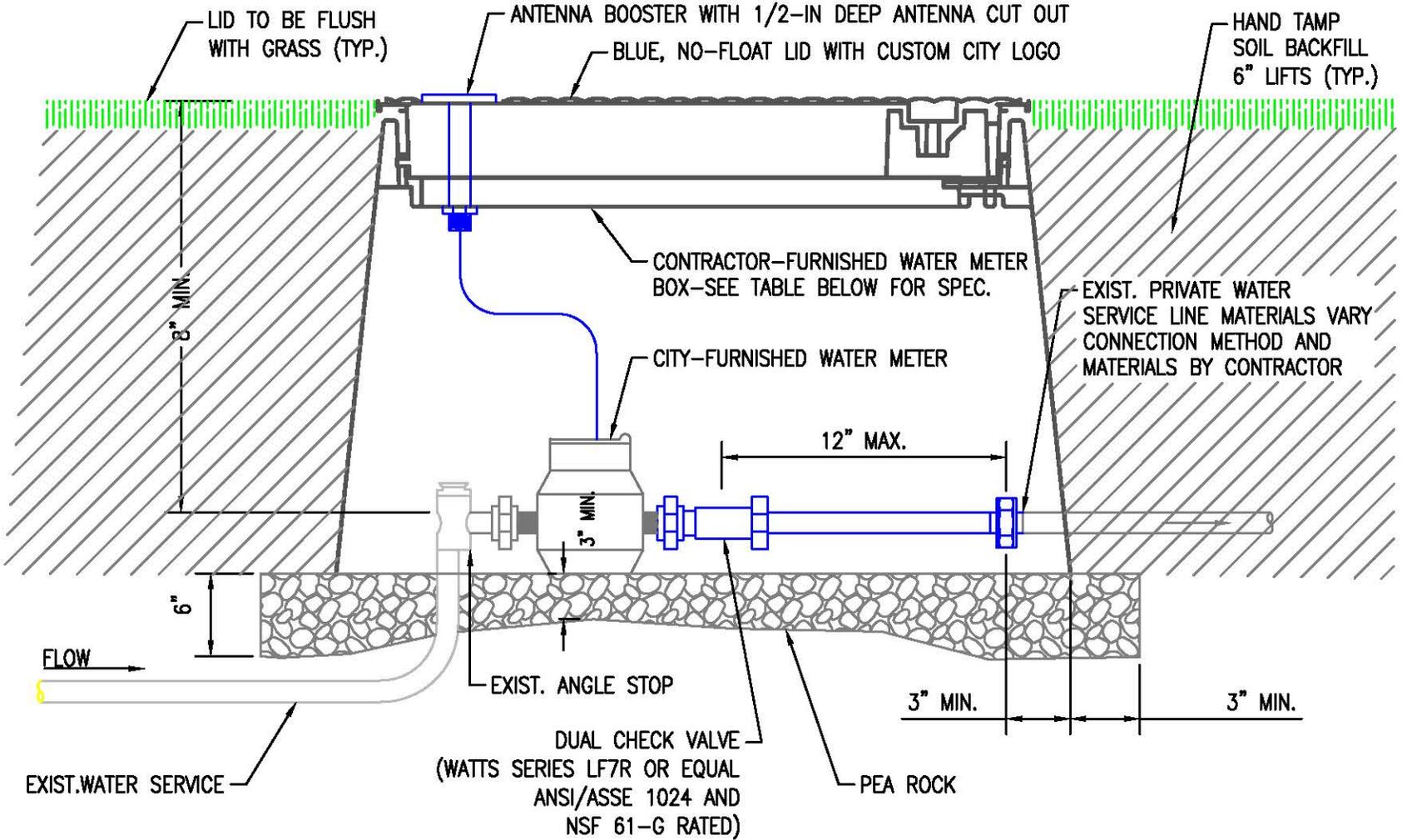
APPROVED: J.N.C.

CITY OF PEMBROKE PINES
ENGINEERING/UTILITIES DIVISION

REVISED:

TYPICAL RESIDENTIAL WATER
METER AND METER BOX
CITY-FURNISHED

STANDARD WATER
DISTRIBUTION DETAIL



#	Category	Manufacturer	Model	Exterior Dim's	Interior Dim's	Tier
Single Meter Box						
<i>(required minimum dimension: exterior 11wX18IX12h, interior 10wX17IX12h)</i>						
1	Polyethylene	Sigma	RMB111812 NSW-W	11wX18IX12h	10wX17IX12h	ANSI 77 tier 8
2	Polymer	DFW	DFW-36F-12	16"X11"X12"	22"X17"X12"	AASHTO A-16
3	City Approved Equal					
Double Meter Box						
<i>(required minimum dimensions: exterior 17wX18IX12h, interior 15wX17IX12h)</i>						
1	Polyethylene	Sigma	RMB171814NSW3M	17wX18IX14h	15wX17IX14h	ANSI 77 tier 8
2	Polymer	DFW	DFW39F-AF1MF	18"X19"X12"		AASHTO A-16
3	City Approved Equal					
All water meter box lids shall be no-float, shall be blue in color, shall have a 1/2-inch antenna recess and custom City logo						



W-10A

Overall Bid Questions

Question 1

For clarification will the city be supplying the meters to be replaced? **(Submitted: Apr 19, 2021 10:14:57 AM EDT)**

Answer

[edit](#) 

- Yes, please refer to Section 01000 Project Description, Part 4.01 Description of Work **(Answered: May 12, 2021 11:21:14 AM EDT)**

Question 2

4.01 DESCRIPTION OF WORK

A. This project involves the following generalized description of work:

1. Furnish all labor, materials, equipment and incidentals required to install, complete, and ready for operation, Owner Furnished domestic water meters, backflow prevention devices, water meter boxes and associated work. Question, Is it correct that the city is furnishing the meters, backflows and boxes? As Bid items 2 and 4 say furnish boxes. **(Submitted: Apr 20, 2021 10:02:59 AM EDT)**

[edit](#) 

Answer

- No, owner furnishes meters only. **(Answered: May 12, 2021 11:21:14 AM EDT)**

Question 3

What % of boxes could be located in concrete? **(Submitted: Apr 20, 2021 10:37:41 AM EDT)**

Answer

[edit](#) 

- Unknown. Refer to Section 1025 3.03-C **(Answered: May 12, 2021 11:21:14 AM EDT)**

Question 4

What reading system will Contractor be installing Neptune Drive-by or Fixed Network? **(Submitted: Apr 23, 2021 2:50:59 PM EDT)**

Answer

[edit](#) 

- Neptune Drive-by R900i AMR AMI ready drive by **(Answered: May 12, 2021 11:21:14 AM EDT)**

Question 5

What size meter will Contractor be installing? **(Submitted: Apr 23, 2021 2:52:55 PM EDT)**

Answer

[edit](#) 

- The City-furnished water meters shall be 5/8 Neptune T-10 with R900i Pro-Coder with 3/4x3/4 threaded connections. **(Answered: May 17, 2021 4:00:36 PM EDT)**

Question 6

Will meters be in a specific area or scattered throughout the City of Pembroke Pines? **(Submitted: Apr 23, 2021 2:53:39 PM EDT)**

Answer

[edit](#) 

- Please refer to link found in PSUT-21-03 Water Meter Installation Project, Attachment H Contract Documents Section 01000 Project Description Part 4.01 **(Answered: May 12, 2021 11:21:14 AM EDT)**

Question 7

[edit](#) 

Are meters located on setters or straight meter couplings? (Submitted: Apr 23, 2021 2:53:55 PM EDT)

Answer

- There are no meter setters to the City's knowledge (Answered: May 12, 2021 11:21:14 AM EDT)

Question 8

What is the primary material of service lines, i.e. galvanized, pvc, or copper? (Submitted: Apr 23, 2021 2:54:26 PM EDT)

Answer

[edit](#) 

- Customers service lines will vary. The Contractor shall be required to connect whatever material and size is existing. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 9

Is there a % of meters in hard to access locations, i.e. in fenced in back yards? (Submitted: Apr 23, 2021 2:54:43 PM EDT)

Answer

[edit](#) 

- Yes, there is an unknown % of meters in hard to access locations. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 10

Attachment H "The CONTRACTOR shall provide a continuous color video of the individual route including each meter location prior to construction." Question: Is this required for this project? Normal procedure is to take pictures of setting before installation and after installation up to 4-8 pictures? (Submitted: Apr 23, 2021 2:54:57 PM EDT)

[edit](#) 

Answer

- Yes, please refer to section 01350-VIDEO PRE-CONSTRUCTION RECORD. Pictures by contractor are an addition. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 11

Attachment A Contact Information Form- Sample Proposal Form Items 2) & 4) Question: May we assume this is Box & Lid? (Submitted: Apr 23, 2021 2:55:08 PM EDT)

Answer

[edit](#) 

- Yes, all meter boxes referenced in this project include the lid. (Answered: May 17, 2021 4:09:13 PM EDT)

Question 12

Attachment A Contact Information Form- Sample Proposal Form Item 7) Dual Check Valve Installation Question: Is Contractor installing a new Dual Check Valve where one does not exist or replacing an existing valve? (Submitted: Apr 23, 2021 2:55:28 PM EDT)

[edit](#) 

Answer

- Both may occur (Answered: May 12, 2021 11:21:14 AM EDT)

Question 13

If Contractor is installing a Dual Check Valve where one does not exist will the Check Valve fit into the existing box? (Submitted: Apr 23, 2021 2:55:40 PM EDT)

[edit](#) 

Answer

- In some cases, yes. However, some meter boxes may require adjustment or replacement. Adjustment shall be considered incidental to the installation of the new meter and dual check. Replacement shall be on a unit price basis along with the rest of the Work on the Work Order for that route. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 14

Attachment A Contact Information Form– Sample Proposal Form Item Service Line Extension (relocate sidewalk meters to back of walk) Question: May we price this per Linear Foot? (Submitted: Apr 23, 2021 2:55:53 PM EDT)

Answer

[edit](#) 

- No. However, this extension is unlikely to exceed seven (7) feet. (Answered: May 17, 2021 4:12:32 PM EDT)

Question 15

Attachment A Contact Information Form– Sample Proposal Form Item Service Line Extension (relocate sidewalk meters to back of walk) Question: May we price this per Linear Foot? (Submitted: Apr 23, 2021 2:56:05 PM EDT)

Answer

[edit](#) 

- Please refer to Question 14. (Answered: May 17, 2021 4:13:03 PM EDT)

Question 16

Prior to Work on each route, the Contractor shall walk the Route with the City Representative who will determine the number of meters and backflow prevention devices to be replaced (Submitted: Apr 23, 2021 2:58:00 PM EDT)

Answer

[edit](#) 

- Please refer to Bid Package PSUT-21-03 Water Meter Installation Project Section 1.3 Scope of Work. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 17

Question: Can we survey all routes before starting? Are we to dig out every box to determine if the meter location has an existing backflow prevention? (Submitted: Apr 23, 2021 2:58:32 PM EDT)

Answer

[edit](#) 

- Each route is to be walked with Owner and Contractor before starting to determine Work Order quantities, including the determination of a dual check device. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 18

Will the transmitter be mounted through the lid or under the lid? (Submitted: Apr 23, 2021 2:58:57 PM EDT)

Answer

[edit](#) 

- The antenna booster will be installed through the lid. Please refer to Appendix 1 Detail W-10A for installation of antenna booster with new meter boxes. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 19

Will contractor be required to drill existing lids, if yes, what is the primary material of existing lid, cast iron, plastic, composite? (Submitted: Apr 23, 2021 2:59:35 PM EDT)

[edit](#) 

Answer

- No. Should an existing box remain in service, the antenna booster will be placed loosely in the box. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 20

For the project sign, may Contractor use a corrugated material instead of plywood? (Submitted: Apr 23, 2021 2:59:51 PM EDT)

Answer

[edit](#) 

- Yes, please submit shop drawings for consideration. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 21

The CONTRACTOR'S staging area shall be located at 8500 east Cypress Drive, Pembroke Pines, FL. Contract Documents – Question: Will the City have an area to drop a storage container? (Submitted: Apr 23, 2021 3:00:10 PM EDT)

Answer

[edit](#) 

- Yes. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 22

Bid Item 1 Installation of City-Furnished Water Meters A. Question: What is the percentage of meter boxes that will need to be leveled? (Submitted: Apr 23, 2021 3:00:25 PM EDT)

Answer

[edit](#) 

- All meter boxes, existing or new shall be plumb and leveled. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 23

Bid Item 1 Installation of City-Furnished Water Meters D. Furnished water meters shall include the private service connection as depicted in detail W-10a in Section 15200 Water Meters and Appurtenances for either single or double configuration Question please clarify what services Contractor will be providing? Is this line item not just a meter replacement? (Submitted: Apr 23, 2021 3:01:07 PM EDT)

Answer

[edit](#) 

- Please refer to Bid Item Explanations in Attachment H Contract Documents Section 01025 for details of what the Contractor will be providing and Question 24. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 24

Will this be a like for like exchange of meters, no modifications to setting in order for the meter to fit? (Submitted: Apr 23, 2021 3:01:27 PM EDT)

Answer

[edit](#) 

- Please refer to question 23. It is expected that this will be like exchange of meters with modifications required to fit the dual check device and connection to the private service line. Each case may vary. (Answered: May 12, 2021 11:21:14 AM EDT)

Question 25

Can the City provide meter sizes that they plan to change?

[edit](#) 

Does the city have an approximate count double meters vs single meter boxes?

Approximate number of meter boxes that need to be moved i.e. from concrete etc.

Please elaborate on what certification they are asking for from Neptune? **(Submitted: May 4, 2021 12:50:01 PM EDT)**

Answer

- 1. All meters will be 5/8. Refer to question number 5.
- 2. No. However, the bid quantities are an estimate of this count. The actual number of each will be determined in the field.
- 3. Unknown.
- 4. The City will require a certification from Neptune that the bidder is qualified to install Neptune water meters. **(Answered: May 17, 2021 4:28:19 PM EDT)**

Question 26

1. Do you have a more detailed scope of work.
 - A. How many accounts will be a like for like exchange.
 - B. How many accounts will be a re plumb.
 - C. How many accounts have to be relocated.
 - D. How many accounts are in concrete or asphalt.
 - E. Are you changing out all your meter boxes. **(Submitted: May 4, 2021 2:37:42 PM EDT)**

Answer

- 1. Please refer to Attachment H Contract Documents.
 - A. Please refer to Question 24.
 - B. All meter boxes, existing or new shall be plumb and leveled.
 - C. Unknown.
 - D. Unknown. However, it is not expected that any meter boxes will be in asphalt.
 - E. Unknown. Please refer to Bid Package PSUT-21-03 Water Meter Installation Project Section 1.3 Scope of Work. **(Answered: May 17, 2021 4:30:53 PM EDT)**

[edit](#) 

Question 27

2. Are any of your 1.5" and 2" meters threaded or screw. **(Submitted: May 4, 2021 2:37:51 PM EDT)**

Answer

- No **(Answered: May 17, 2021 4:31:23 PM EDT)**

[edit](#) 

Question 28

3. Who is your billing provider.
 - A. Does the billing provider currently have a mass meter change out (MMCO) interface.
 - B. If no, will the contractor be responsible for any cost's associated with the development of the (MMCO) interface)
 - C. Is GPS required, if yes what is the standard resolution ? 3-5 meters is standard. **(Submitted: May 4, 2021 2:38:06 PM EDT)**

[edit](#) 

Answer

- Tyler, Inc.
A. Yes.
B. No.
C. No. (Answered: May 17, 2021 4:32:42 PM EDT)

Question 29

4. Do you have any accounts in backyards, rear easements, alleys or inside sets. (Submitted: May 4, 2021 2:38:17 PM EDT)

[edit](#) 

Answer

- Yes, backyards and rear easements may be encountered. (Answered: May 17, 2021 4:33:12 PM EDT)

Question 30

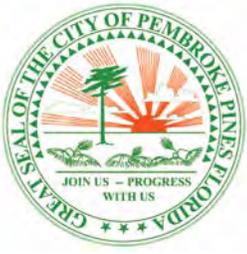
For the Watts Series LF7R what size dual check valve is being asked to install? Straight 3/4x3/4? (Submitted: May 5, 2021 12:05:05 PM EDT)

[edit](#) 

Answer

- The meter will have a 3/4 male threaded connection so the dual check will need to be 3/4 on the meter side. The size on the customer side will be up to the Contractor. The City currently orders 3/4 x 1 for most of its work. (Answered: May 17, 2021 4:33:50 PM EDT)

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May 17, 2021

Addendum # 1
City of Pembroke Pines
PSUT-21-03-Water Meter Installation Project

The following UNIT PRICES are hereby added to the bid:

Unit Price #6 - Furnish single traffic bearing meter box and lid (tier 15 or greater, see section 01025)

Unit Price #7 - Install single traffic bearing meter box and lid (see section 01025)

Unit Price #8 - Furnish double traffic bearing meter box and lid (tier 15 or greater, see section 01025)

Unit Price #9 - Install double traffic bearing meter box and lid (see section 01025)

The following changes are hereby made to the Contract Documents:

SECTION 01000 - PROJECT DESCRIPTION, Part 4.01 Description of Work Paragraph (A),(5) is hereby added:

Furnish all labor, materials, equipment and incidentals required to install, complete, and ready for operation, traffic bearing water meter box replacements at the addresses found in Appendix 2. Contractor shall remove existing water meter box and replace with a new single or double traffic bearing water meter box.

SECTION 01025 – MEASUREMENT AND PAYMENT, the following paragraphs are added:

4.06 BID ITEM #6 – FURNISH SINGLE TRAFFIC BEARING METER BOX AND LID

A. Payment for the furnishing of one-single meter box, delivered to and stored by the CONTRACTOR.

B. The CONTRACTOR may choose from any water meter box manufacture which meets the requirements of Tier 15 or greater. Materials may not include concrete and lids shall not have doors. All other specifications on Detail W-10A shall apply. Contractor to submit shop drawings for approval.

C. Measurement and payment shall be per each.

4.07 BID ITEM #7 – INSTALL SINGLE TRAFFIC BEARING METER BOX AND LID

- A. Payment for the installation of one-single meter box as purchased by, delivered to and stored by the CONTRACTOR.
- B. Installation shall be in the same location as the existing meter box.
- C. Restoration of collateral damage to any pavement surfaces adjacent to the meter box shall be considered incidental.
- D. Payment for installation of meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
- E. Payment for installation of meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
- F. Measurement and payment shall be per each.

4.08 BID ITEM #8 – FURNISH DOUBLE TRAFFIC BEARING METER BOX AND LID

- A. Payment for the furnishing of one-double meter box, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR may choose from any water meter box manufacture which meets the requirements of Tier 15 or greater. Materials may not include concrete and lids shall not have doors. All other specifications on Detail W-10A shall apply. Contractor to submit shop drawings for approval.
- C. Measurement and payment shall be per each.

4.09 BID ITEM #9 – INSTALL DOUBLE TRAFFIC BEARING METER BOX AND LID

- A. Payment for the installation of one-single meter box as purchased by, delivered to and stored by the CONTRACTOR.
- B. Installation shall be in the same location as the existing meter box.
- C. Restoration of collateral damage to any pavement surfaces adjacent to the meter box shall be considered incidental.
- D. Payment for installation of meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
- E. Payment for installation of meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
- F. Measurement and payment shall be per each.

**PSUT-21-03-Water Meter Installation Project
APPENDIX 2**

Single Water Meter Box		Dual Water Meter Box
610 SW 71 WAY	740 SW 71 WAY/7170 SW 8 ST	640/650 SW 69 AVE
630 SW 71 TERR	7160/7150 SW 8 ST	700/710 SW 69 AVE
620 SW2 71 TERR	711/701 SW 71 TERR	600/610 SW 68 TERR
610 SW 71 TERR	700/710 SW 71 AVE	620/630 SW 68 TERR
600 SW 71 TERR	701/711 SW 71 AVE	640/700 SW 68 TERR
600 SW 71 AVE	721/731 SW 71 AVE	710/720 SW 68 TERR
610 SW 71 AVE	741 SW 70 TERR/7010 SW 8 ST	730/740 SW 68 TERR
601 SW 71 AVE	610/600 SW 70 TERR	711/721 SW 68 BLVD
611 SW 71 AVE	631/641 SW 70 AVE	641/651 SW 68 AVE
620 SW 71 AVE	630/700 SW 70 AVE	701/711 SW 68 AVE
621 SW 71 AVE	730/740 SW 70 AVE	600/610 SW 67 TERR
630 SW 71 AVE	800/810 SW 70 AVE	6720/6730 SW 8 ST
631 SW 71 AVE	730/720 SW 69 TERR	6701/6711 SW 6 ST
600 SW 70 AVE	711/701 SW 69 TERR	6820/6830 SW 6 ST
631 SW BLVD	610/320 SW 69 WAY	6841/6851 SW 6 ST
621 SW 68 BLVD	630/640 SW 69 WAY	6931/6941 SW 6 ST
6951 SW 6 ST	700/710 SW 69 WAY	7101/7111 SW 6 ST
7031 SW 6 ST	6900 SW 8 ST/741 SW 69 AVE	7171/7181 SW 9 ST
7041 SW 6 ST	720/730 SW 69 AVE	7151/7161 SW 9 ST
	6960 SW 8 ST/740 SW 69 TERR	6831/3841 SW 9 ST

ANSI 77 sets forth 6 types of trac for load ratings.

Light Duty: Pedestrian traffic only.

Example: grassy areas in residential properties that are located away from vehicular traffic.

TIER 5: Sidewalk applications with a safety factor for occasional non-deliberate vehicular traffic. Example: Residential sidewalk that is not crossed by a driveway.

TIER 8: Sidewalk applications with a safety factor for non-deliberate vehicular traffic.

Example: Most public sidewalks

Example: Within parking curbs of parking lots where it is highly unlikely to be run over.

TIER 15: Driveway, parking lot, and off-roadway applications subject to occasional non-deliberate heavy vehicular traffic.

Example: Sidewalks in residential or public areas where heavy vehicle traffic is unlikely, but may occur

TIER 22: Driveway, parking lot, and off-roadway applications subject to occasional non-deliberate heavy vehicular traffic

Example: Non-paved median between a divided highway or non-paved shoulder area

AASHTO H-20: Deliberate vehicular traffic applications.

Example: Within streets, highways and paved shoulders along highways.

Table of ANSI 77 Design/Test Loads

Application	Loading Requirements			
	Orientation	Load Type	SI Units	US Units
Light Duty	Vertical	Test Load	13.3kN	3000 pounds
TIER 5	Vertical	Design Load	22.2 kN	5000 pounds
		Test Load	33.3 kN	7500 pounds
	Lateral	Design Load	28.7 kPa	600 pounds/sq.ft.
		Test Load	43.1 kPa	900 pounds/sq.ft. (1800/2700 pounds/ lateral load plate)
TIER 8	Vertical	Design Load	35.6 kN	8000 pounds
		Test Load	53.4 kN	12000 pounds
	Lateral	Design Load	28.7 kPa	600 pounds/sq.ft.
		Test Load	43.1 kPa	900 pounds/sq.ft. (1800/2700 pounds/ lateral load plate)

TIER 15	Vertical	Design Load	66.7 kN	15000 pounds
		Test Load	100.1 kN	22500 pounds
	Lateral	Design Load	38.3 kPa	800 pounds/sq.ft.
		Test Load	57.5 kPa	1200 pounds/sq.ft. (2400/3600 pounds/ lateral load plate)
TIER 22	Vertical	Design Load	100.1 kN	22500 pounds
		Test Load	150.1 kN	33750 pounds
	Lateral	Design Load	38.3 kPa	800 pounds/sq.ft.
		Test Load	57.5 kPa	1200 pounds/sq.ft. (2400/3600 pounds/ lateral load plate)
AASHTO H-20	Certified precast concrete, cast iron, or AASHTO recognized materials. Polymer composite test provisions do not exist and are not recognized by AASHTO.			

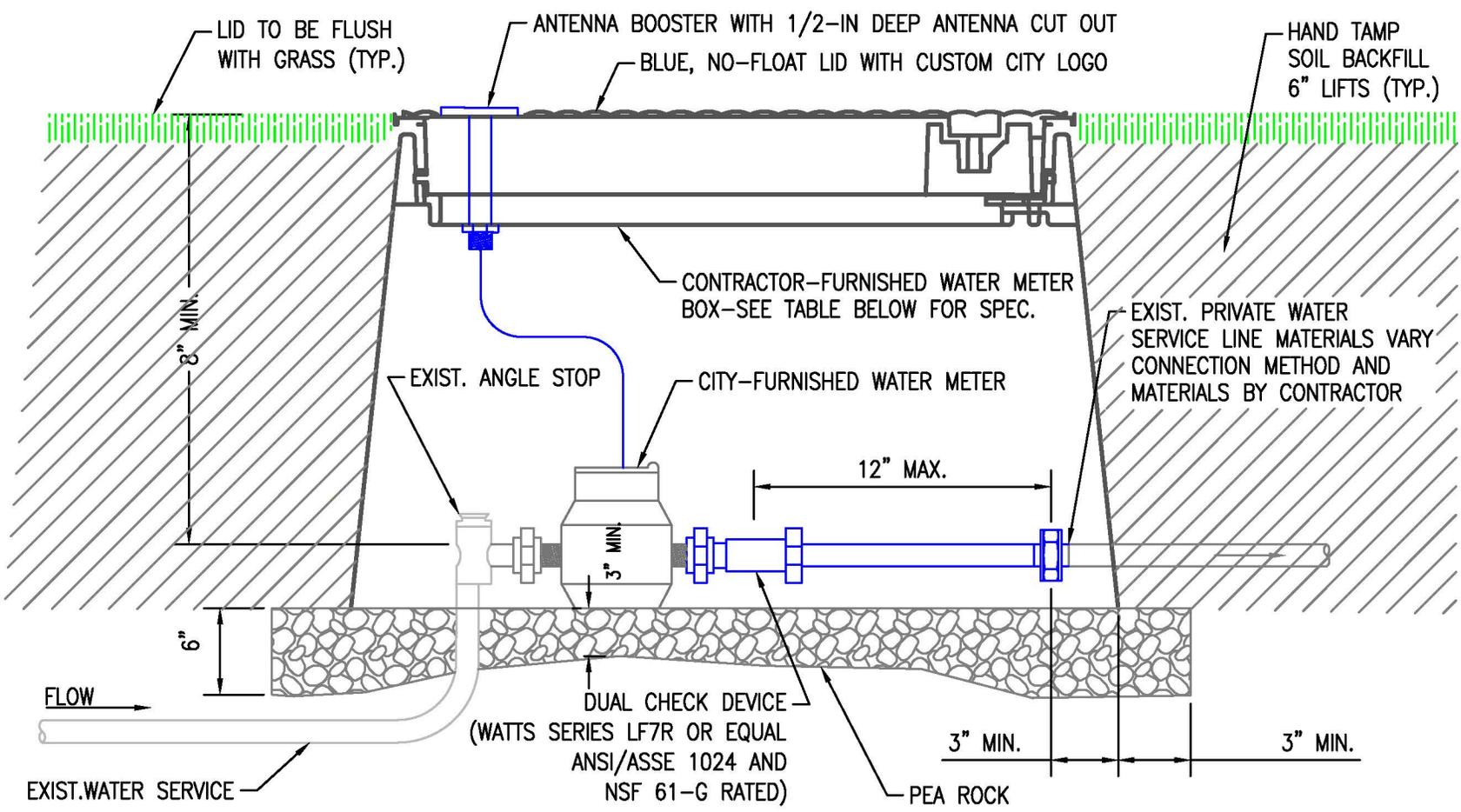
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REVISID: 05/10/2021

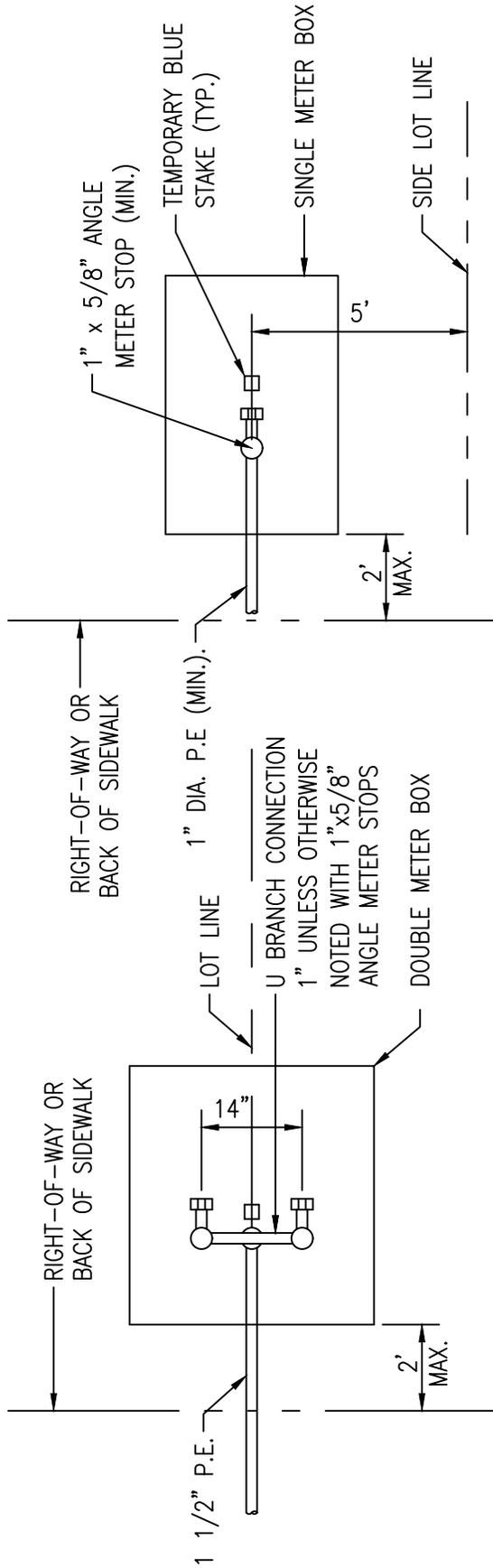
CITY OF PEMBROKE PINES
 ENGINEERING/UTILITIES DIVISION
 STANDARD WATER DISTRIBUTION DETAIL
 TYPICAL RESIDENTIAL WATER METER AND METER BOX
 CITY-FURNISHED



W-10A



#	Category	Manufacturer	Model	Exterior Dim's	Interior Dim's	Tier
Single Meter Box						
<i>(required minimum dimensions: exterior 11W X 18L X 12H, interior 10W X 17L X 12H)</i>						
1	Polyethylene	Sigma	RMB111812 NSW-W	11W X 18L X 12H	10W X 17L X 12H	ANSI 77 tier 8
2	Polymer	DFW	DFW-36F-12	13W X 18L X 12H	15W X 20L X 12H	AASHTO A-16
3	City Approved Equal					
Double Meter Box						
<i>(required minimum dimensions: exterior 17W X 18L X 12h, interior 15W X 17L X 12H)</i>						
1	Polyethylene	Sigma	RMB171814NSW3M	17W X 18L X 14H	15W X 17L X 14H	ANSI 77 tier 8
2	Polymer	DFW	DFW39F-AF1MF	18W X 19L X 12H	19W X 20L X 12H	AASHTO A-16
3	City Approved Equal					
All water meter box lids shall be no-float, shall be blue in color, shall have a 1/2-inch antenna recess and custom City logo						
Boxes shall not be installed within 5-feet of a driveway. Contractor to submit shop drawing for approval; Tier 15 or greater.						



SINGLE SERVICE PLAN

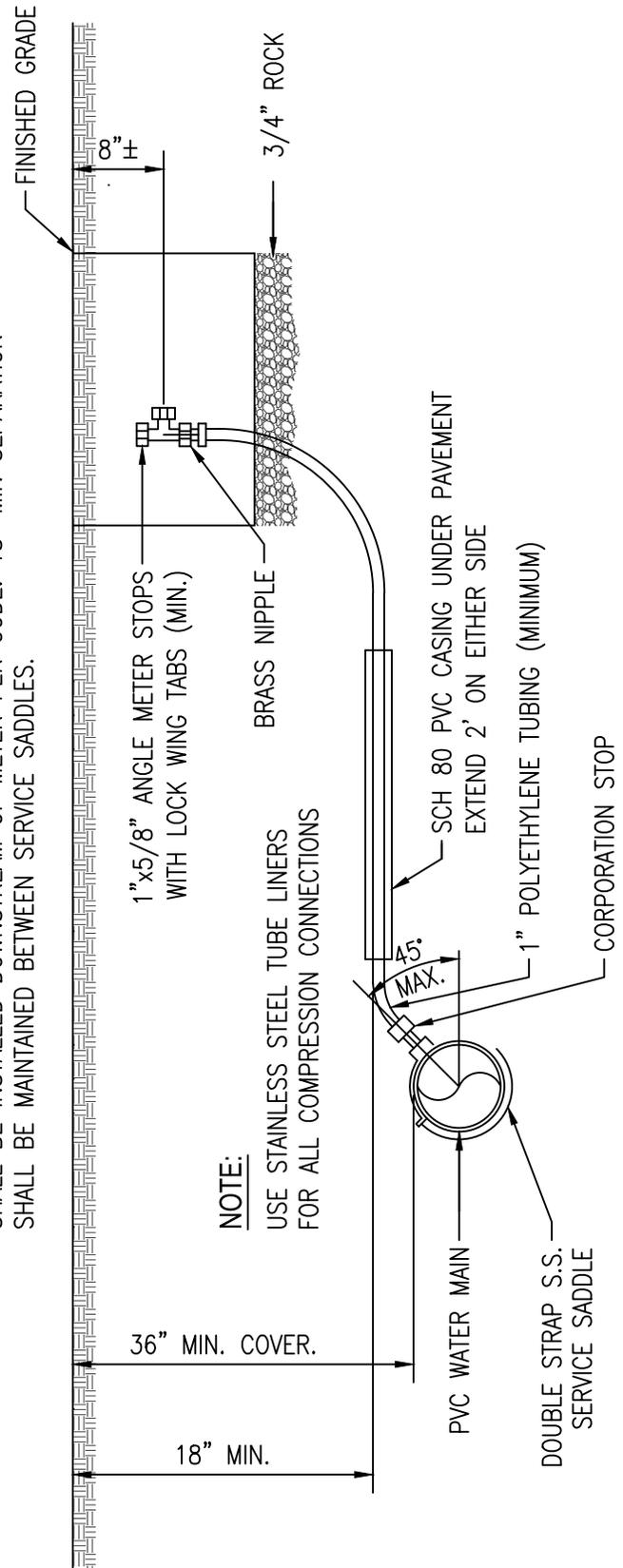
DOUBLE SERVICE PLAN

NOTE:

METER AND METER BOX SUPPLIED & INSTALLED BY CITY. BACKFLOW PREVENTER SHALL BE INSTALLED DOWNSTREAM OF METER PER CODE. 18" MIN SEPARATION SHALL BE MAINTAINED BETWEEN SERVICE SADDLES.

NOTE:

USE STAINLESS STEEL TUBE LINERS FOR ALL COMPRESSION CONNECTIONS



CITY OF PEMBROKE PINES
ENGINEERING/UTILITIES DIVISION

STANDARD WATER
DISTRIBUTION DETAIL

APPROVED: J.M.

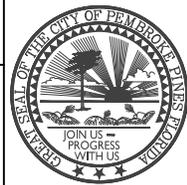
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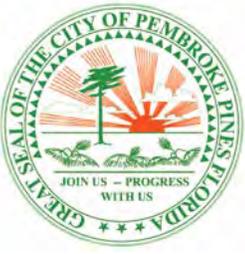
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05/13/21

TYPICAL SINGLE & DOUBLE
SERVICE CONNECTION



W-4



PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Thomas Good, Jr.
VICE MAYOR
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Jay D. Schwartz
COMMISSIONER
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Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

May 17, 2021

Addendum # 1
City of Pembroke Pines
PSUT-21-03-Water Meter Installation Project

The following UNIT PRICES are hereby added to the bid:

Unit Price #6 - Furnish single traffic bearing meter box and lid (tier 15 or greater, see section 01025)

Unit Price #7 - Install single traffic bearing meter box and lid (see section 01025)

Unit Price #8 - Furnish double traffic bearing meter box and lid (tier 15 or greater, see section 01025)

Unit Price #9 - Install double traffic bearing meter box and lid (see section 01025)

The following changes are hereby made to the Contract Documents:

SECTION 01000 - PROJECT DESCRIPTION, Part 4.01 Description of Work Paragraph (A),(5) is hereby added:

Furnish all labor, materials, equipment and incidentals required to install, complete, and ready for operation, traffic bearing water meter box replacements at the addresses found in Appendix 2. Contractor shall remove existing water meter box and replace with a new single or double traffic bearing water meter box.

SECTION 01025 – MEASUREMENT AND PAYMENT, the following paragraphs are added:

4.06 BID ITEM #6 – FURNISH SINGLE TRAFFIC BEARING METER BOX AND LID

A. Payment for the furnishing of one-single meter box, delivered to and stored by the CONTRACTOR.

B. The CONTRACTOR may choose from any water meter box manufacture which meets the requirements of Tier 15 or greater. Materials may not include concrete and lids shall not have doors. All other specifications on Detail W-10A shall apply. Contractor to submit shop drawings for approval.

C. Measurement and payment shall be per each.

4.07 BID ITEM #7 – INSTALL SINGLE TRAFFIC BEARING METER BOX AND LID

- A. Payment for the installation of one-single meter box as purchased by, delivered to and stored by the CONTRACTOR.
- B. Installation shall be in the same location as the existing meter box.
- C. Restoration of collateral damage to any pavement surfaces adjacent to the meter box shall be considered incidental.
- D. Payment for installation of meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
- E. Payment for installation of meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
- F. Measurement and payment shall be per each.

4.08 BID ITEM #8 – FURNISH DOUBLE TRAFFIC BEARING METER BOX AND LID

- A. Payment for the furnishing of one-double meter box, delivered to and stored by the CONTRACTOR.
- B. The CONTRACTOR may choose from any water meter box manufacture which meets the requirements of Tier 15 or greater. Materials may not include concrete and lids shall not have doors. All other specifications on Detail W-10A shall apply. Contractor to submit shop drawings for approval.
- C. Measurement and payment shall be per each.

4.09 BID ITEM #9 – INSTALL DOUBLE TRAFFIC BEARING METER BOX AND LID

- A. Payment for the installation of one-single meter box as purchased by, delivered to and stored by the CONTRACTOR.
- B. Installation shall be in the same location as the existing meter box.
- C. Restoration of collateral damage to any pavement surfaces adjacent to the meter box shall be considered incidental.
- D. Payment for installation of meter boxes shall include the necessary removal of roots, rocks and landscaping required for proper installation.
- E. Payment for installation of meter boxes shall include pea rock and compaction as depicted in detail W-10a in Section 15200 – Water Meters and Appurtenances.
- F. Measurement and payment shall be per each.

**PSUT-21-03-Water Meter Installation Project
APPENDIX 2**

Single Water Meter Box		Dual Water Meter Box
610 SW 71 WAY	740 SW 71 WAY/7170 SW 8 ST	640/650 SW 69 AVE
630 SW 71 TERR	7160/7150 SW 8 ST	700/710 SW 69 AVE
620 SW2 71 TERR	711/701 SW 71 TERR	600/610 SW 68 TERR
610 SW 71 TERR	700/710 SW 71 AVE	620/630 SW 68 TERR
600 SW 71 TERR	701/711 SW 71 AVE	640/700 SW 68 TERR
600 SW 71 AVE	721/731 SW 71 AVE	710/720 SW 68 TERR
610 SW 71 AVE	741 SW 70 TERR/7010 SW 8 ST	730/740 SW 68 TERR
601 SW 71 AVE	610/600 SW 70 TERR	711/721 SW 68 BLVD
611 SW 71 AVE	631/641 SW 70 AVE	641/651 SW 68 AVE
620 SW 71 AVE	630/700 SW 70 AVE	701/711 SW 68 AVE
621 SW 71 AVE	730/740 SW 70 AVE	600/610 SW 67 TERR
630 SW 71 AVE	800/810 SW 70 AVE	6720/6730 SW 8 ST
631 SW 71 AVE	730/720 SW 69 TERR	6701/6711 SW 6 ST
600 SW 70 AVE	711/701 SW 69 TERR	6820/6830 SW 6 ST
631 SW BLVD	610/320 SW 69 WAY	6841/6851 SW 6 ST
621 SW 68 BLVD	630/640 SW 69 WAY	6931/6941 SW 6 ST
6951 SW 6 ST	700/710 SW 69 WAY	7101/7111 SW 6 ST
7031 SW 6 ST	6900 SW 8 ST/741 SW 69 AVE	7171/7181 SW 9 ST
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	6960 SW 8 ST/740 SW 69 TERR	6831/3841 SW 9 ST

ANSI 77 sets forth 6 types of trac for load ratings.

Light Duty: Pedestrian traffic only.

Example: grassy areas in residential properties that are located away from vehicular traffic.

TIER 5: Sidewalk applications with a safety factor for occasional non-deliberate vehicular traffic. Example: Residential sidewalk that is not crossed by a driveway.

TIER 8: Sidewalk applications with a safety factor for non-deliberate vehicular traffic.

Example: Most public sidewalks

Example: Within parking curbs of parking lots where it is highly unlikely to be run over.

TIER 15: Driveway, parking lot, and off-roadway applications subject to occasional non-deliberate heavy vehicular traffic.

Example: Sidewalks in residential or public areas where heavy vehicle traffic is unlikely, but may occur

TIER 22: Driveway, parking lot, and off-roadway applications subject to occasional non-deliberate heavy vehicular traffic

Example: Non-paved median between a divided highway or non-paved shoulder area

AASHTO H-20: Deliberate vehicular traffic applications.

Example: Within streets, highways and paved shoulders along highways.

Table of ANSI 77 Design/Test Loads

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		Test Load	33.3 kN	7500 pounds
	Lateral	Design Load	28.7 kPa	600 pounds/sq.ft.
		Test Load	43.1 kPa	900 pounds/sq.ft. (1800/2700 pounds/ lateral load plate)
TIER 8	Vertical	Design Load	35.6 kN	8000 pounds
		Test Load	53.4 kN	12000 pounds
	Lateral	Design Load	28.7 kPa	600 pounds/sq.ft.
		Test Load	43.1 kPa	900 pounds/sq.ft. (1800/2700 pounds/ lateral load plate)

TIER 15	Vertical	Design Load	66.7 kN	15000 pounds
		Test Load	100.1 kN	22500 pounds
	Lateral	Design Load	38.3 kPa	800 pounds/sq.ft.
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	Lateral	Design Load	38.3 kPa	800 pounds/sq.ft.
		Test Load	57.5 kPa	1200 pounds/sq.ft. (2400/3600 pounds/ lateral load plate)
AASHTO H-20	Certified precast concrete, cast iron, or AASHTO recognized materials. Polymer composite test provisions do not exist and are not recognized by AASHTO.			

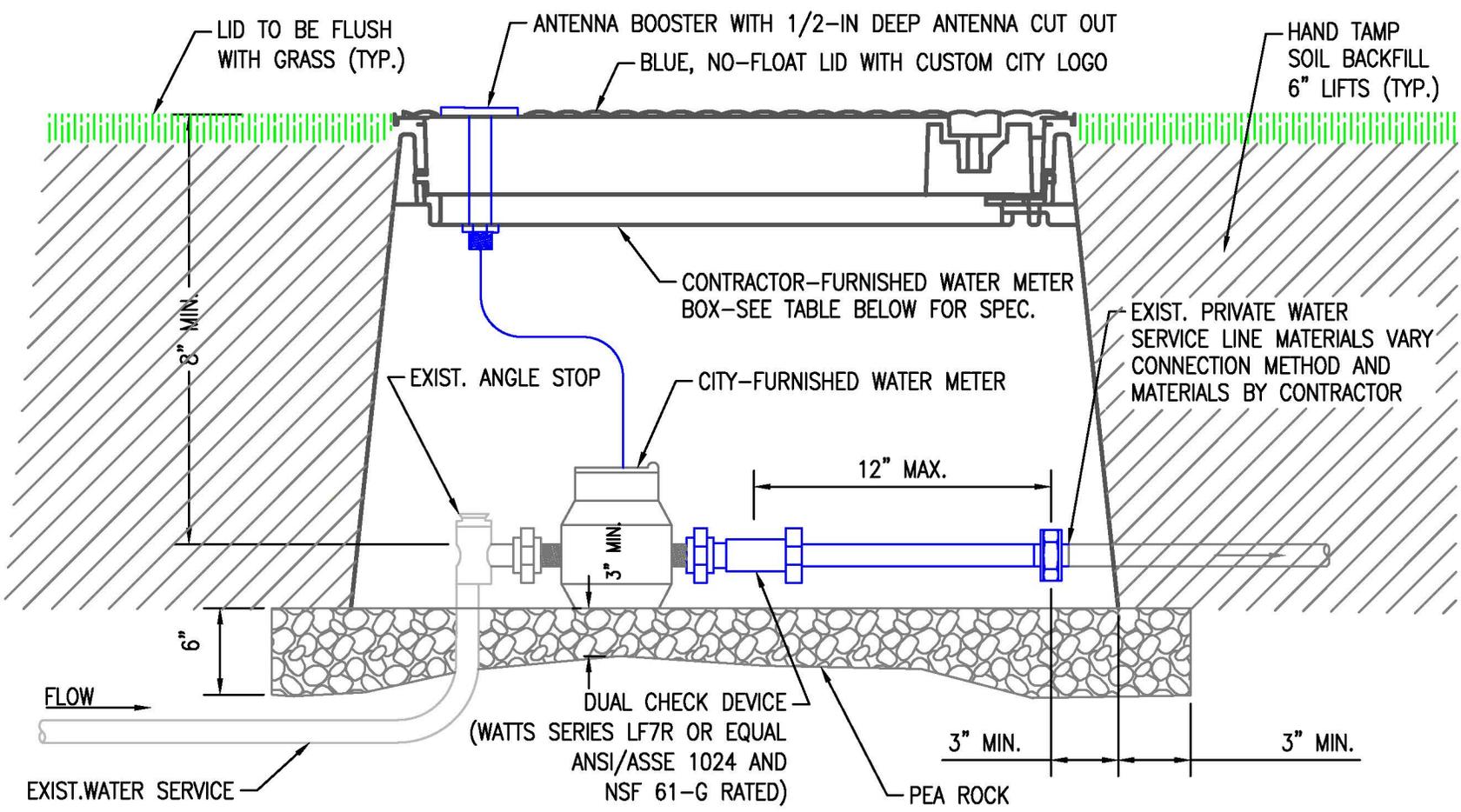
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REVISID: 05/10/2021

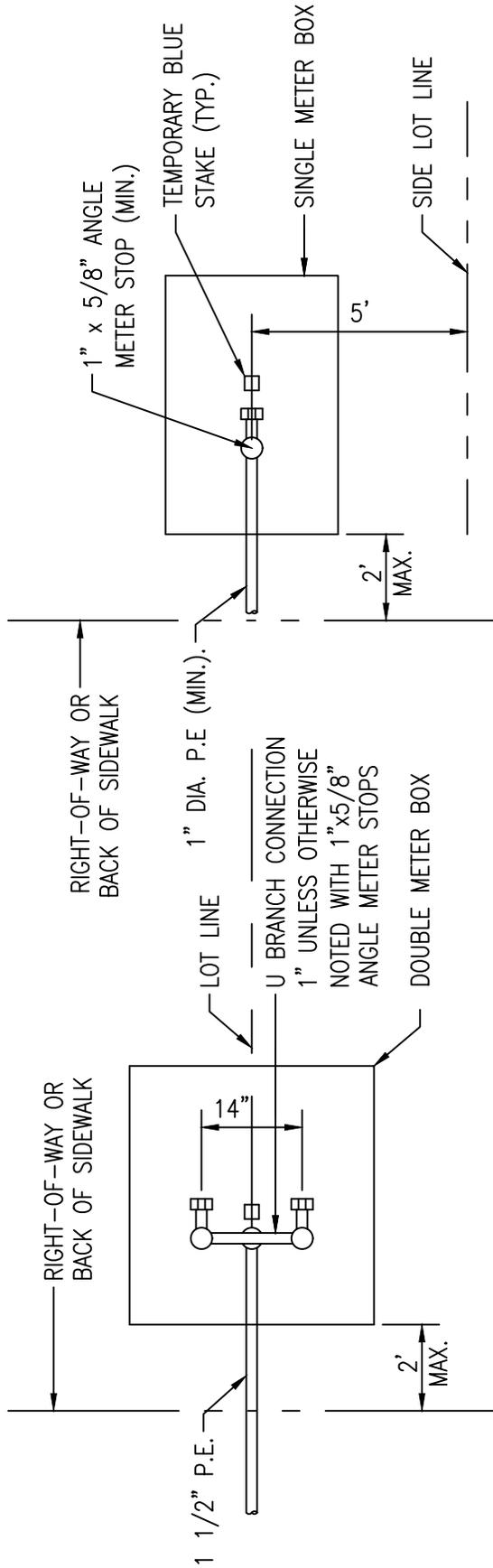
CITY OF PEMBROKE PINES
 ENGINEERING/UTILITIES DIVISION
 STANDARD WATER DISTRIBUTION DETAIL
 TYPICAL RESIDENTIAL WATER METER AND METER BOX
 CITY-FURNISHED



W-10A



#	Category	Manufacturer	Model	Exterior Dim's	Interior Dim's	Tier
Single Meter Box						
<i>(required minimum dimensions: exterior 11W X 18L X 12H, interior 10W X 17L X 12H)</i>						
1	Polyethylene	Sigma	RMB111812 NSW-W	11W X 18L X 12H	10W X 17L X 12H	ANSI 77 tier 8
2	Polymer	DFW	DFW-36F-12	13W X 18L X 12H	15W X 20L X 12H	AASHTO A-16
3	City Approved Equal					
Double Meter Box						
<i>(required minimum dimensions: exterior 17W X 18L X 12h, interior 15W X 17L X 12H)</i>						
1	Polyethylene	Sigma	RMB171814NSW3M	17W X 18L X 14H	15W X 17L X 14H	ANSI 77 tier 8
2	Polymer	DFW	DFW39F-AF1MF	18W X 19L X 12H	19W X 20L X 12H	AASHTO A-16
3	City Approved Equal					
All water meter box lids shall be no-float, shall be blue in color, shall have a 1/2-inch antenna recess and custom City logo						
Boxes shall not be installed within 5-feet of a driveway. Contractor to submit shop drawing for approval; Tier 15 or greater.						



SINGLE SERVICE PLAN

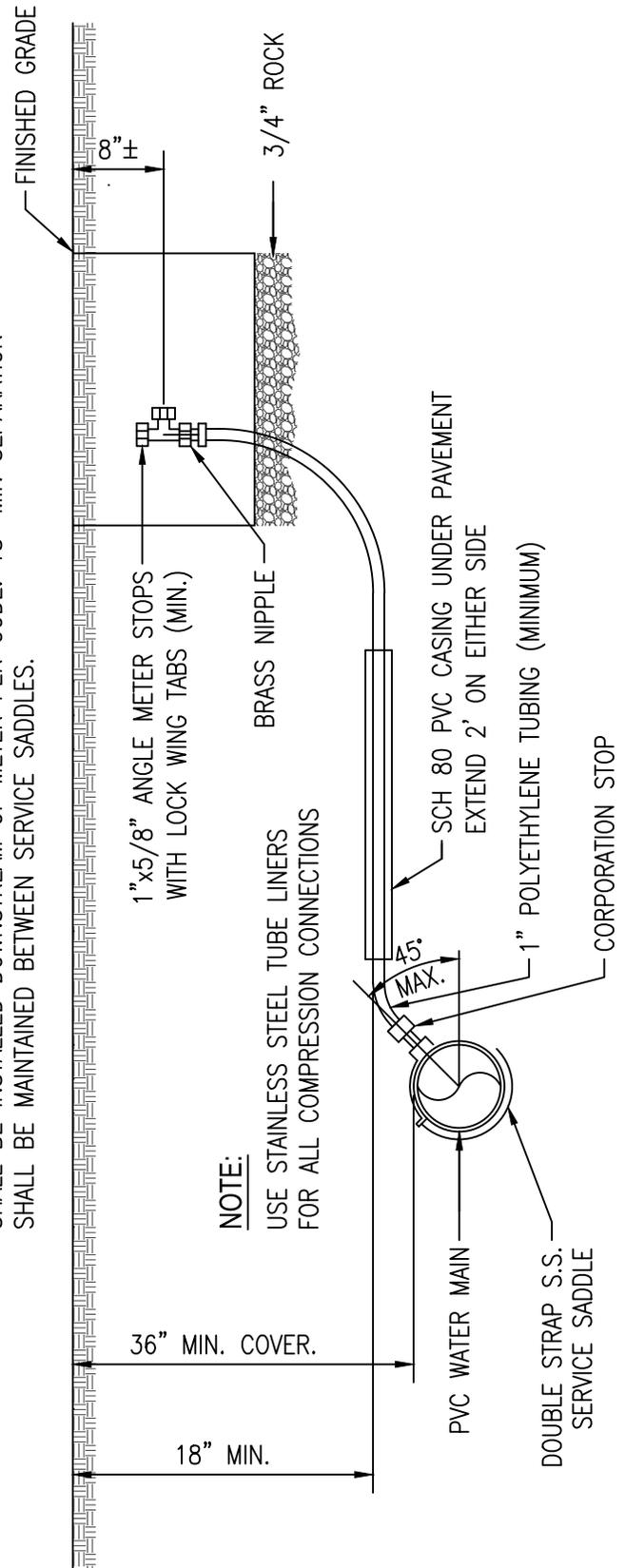
DOUBLE SERVICE PLAN

NOTE:

METER AND METER BOX SUPPLIED & INSTALLED BY CITY. BACKFLOW PREVENTER SHALL BE INSTALLED DOWNSTREAM OF METER PER CODE. 18" MIN SEPARATION SHALL BE MAINTAINED BETWEEN SERVICE SADDLES.

NOTE:

USE STAINLESS STEEL TUBE LINERS FOR ALL COMPRESSION CONNECTIONS



CITY OF PEMBROKE PINES
ENGINEERING/UTILITIES DIVISION

STANDARD WATER
DISTRIBUTION DETAIL

APPROVED: J.M.

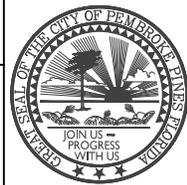
DATE: 11/05/99

REVISED:

07/17/19

05/13/21

TYPICAL SINGLE & DOUBLE
SERVICE CONNECTION



W-4

RTS Water Solutions, LLC

Bid Contact **Audra Shaw**
ashaw@rtswater.com
Ph 816-880-6600

Address **9240 NW 63rd Street**
Unit 6
Parkville, MO 64152

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PSUT-21-03--01-01	A) Base Bid:: Installation of Owner Furnished Meters	Supplier Product Code:	First Offer - \$37.64	16272 / each	\$612,478.08 Y Y
PSUT-21-03--01-02	A) Base Bid:: Furnish Single Meter Box (choose one from Specifications)	Supplier Product Code:	First Offer - \$65.28	6509 / each	\$424,907.52 Y
PSUT-21-03--01-03	A) Base Bid:: Install Single Meter Box (at the same time as the meter)	Supplier Product Code:	First Offer - \$38.64	6509 / each	\$251,507.76 Y
PSUT-21-03--01-04	A) Base Bid:: Furnish Double Meter Box (choose one from Specifications)	Supplier Product Code:	First Offer - \$109.72	3254 / each	\$357,028.88 Y
PSUT-21-03--01-05	A) Base Bid:: Install Double Meter Box (at the same time as the meters)	Supplier Product Code:	First Offer - \$81.59	3254 / each	\$265,493.86 Y
PSUT-21-03--01-06	A) Base Bid:: Furnish Dual Check Valve (Watts DuC or equal)	Supplier Product Code:	First Offer - \$31.11	16272 / each	\$506,221.92 Y
PSUT-21-03--01-07	A) Base Bid:: Dual Check Valve Installation (at the same time as meter)	Supplier Product Code:	First Offer - \$28.63	16272 / each	\$465,867.36 Y
Lot Total					\$2,883,505.38

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
PSUT-21-03--02-01	B) Unit Price Schedule:: Replace angle stop	Supplier Product Code:	First Offer - \$210.00	1 / each	\$210.00 Y
PSUT-21-03--02-02	B) Unit Price Schedule:: Repair or line break	Supplier Product Code:	First Offer - \$90.55	1 / each	\$90.55 Y

PSUT-21-03--02-03	B) Unit Price Schedule:: Service Line Extension (relocate sidewalk meters to back of walk)	Supplier Product Code:	First Offer - \$138.96	1 / each	\$138.96	Y
PSUT-21-03--02-04	B) Unit Price Schedule:: Sidewalk Replacement (5'x4', 4" thick)	Supplier Product Code:	First Offer - \$462.86	1 / each	\$462.86	Y
PSUT-21-03--02-05	B) Unit Price Schedule:: Furnish Antenna Booster	Supplier Product Code:	First Offer - \$17.78	1 / each	\$17.78	Y
PSUT-21-03--02-06	B) Unit Price Schedule:: FURNISH SINGLE TRAFFIC BEARING METER BOX AND LID (TIER 15 OR GREATER	Supplier Product Code:	First Offer - \$120.83	1 / each	\$120.83	Y
PSUT-21-03--02-07	B) Unit Price Schedule:: INSTALL SINGLE TRAFFIC BEARING METER BOX AND LID	Supplier Product Code:	First Offer - \$38.64	1 / each	\$38.64	Y
PSUT-21-03--02-08	B) Unit Price Schedule:: FURNISH DOUBLE TRAFFIC BEARING METER BOX AND LID	Supplier Product Code:	First Offer - \$176.38	1 / each	\$176.38	Y
PSUT-21-03--02-09	B) Unit Price Schedule:: INSTALL DOUBLE TRAFFIC BEARING METER BOX AND LID	Supplier Product Code:	First Offer - \$81.59	1 / each	\$81.59	Y
Lot Total					\$1,337.59	
Supplier Total					\$2,884,842.97	

RTS Water Solutions, LLC

Item: **A) Base Bid::Installation of Owner Furnished Meters**

Attachments

RTS Pembroke Pines RFP Response - FINAL.pdf



Envocore – RTS Water Solutions, LLC

9240 NW 63rd Street, Parkville MO 64152

816-880-6600 | 816-880-6620 | www.envocore.com.utility-smartmetering



Bid PSUT-21-03 Water Meter Installation Project

City of Pembroke Pines, Florida

June 1, 2021 – 2:00 p.m. est

PROPOSAL

PREPARED BY:

Brian King

Sales Executive – Utility Metering East Region

Envocore – RTS Water Solutions, LLC
9240 NW 63rd St., Unit 6, Parkville MO 64152
561-402-4798 (c) | 816-880-6600 (o)
bking@envocore.com

PREPARED FOR:

The City of Pembroke Pines, Florida

Danny Benedit – Purchasing Agent

Pembroke Pines Purchasing Division
601 City Center Way, Pembroke Pines FL 33025
954-518-9022 x 59022
dbenedit@ppines.com



June 1, 2021

The City of Pembroke Pines, Florida
Danny Bennedit – Purchasing Agent
Pembroke Pines Purchasing Division
601 City Center Way
Pembroke Pines FL 33025

Dear Mr. Bennedit,

I am writing to thank you for the opportunity to provide a proposal for this critical project at the City of Pembroke Pines, Florida.

Our response below demonstrates how Envocore - RTS Water Solutions is exceptionally qualified in our individual and organizational experience, financial security, project management, construction management, and deployment of metering projects. If selected, we are prepared to dedicate a full staff, including an on-site construction manager, to complete this project in 6 months/180 days, well ahead of the 270-day requirement. We have been a Neptune certified installer since 2008 and have just recently renewed our certification.

Envocore - RTS Water Solutions, LLC., is a premier utility metering design-build company with extensive experience working across the country. Envocore - RTS has developed and installed utility metering systems, including hundreds of thousands of water meters, electric meters, register replacements, and AMI/AMR endpoints across the country.

Envocore - RTS Water Solutions has an experienced team with a solid understanding of the underlying problems, a high level of experience, and a solution to ensure success for The City of Pembroke Pines.

Envocore - RTS CEO Steve Troese is a Broward County resident residing in Lighthouse Point, Florida, and I (Brian King) live in Ft. Myers. Living locally, we have established excellent partnerships with local minority business enterprises like MTX Group One, which we intend to utilize on this project for local labor



support. We have also connected with ADEPT, a local S/M/WBE, and Broward County Business Enterprise to provide video production and editing for pre-construction footage during this critical water meter upgrade. ADEPT has vast experience in the video construction industry, and a list of past projects has been provided in this proposal.

Also, I would like to point out that we plan to exceed the minimum goal of 30% labor coming from local Pembroke Pines residents.

Thank you again, and if you have any questions or concerns, please let me know.

Sincerely,

Brian King

Sales Executive

(561) 402-4798

bking@envocore.com



TABLE OF CONTENTS

ATTACHMENT A - CONTACT INFORMATION..... 6

ATTACHMENT B – NON-COLLUSIVE AFFIDAVIT 9

ATTACHMENT C – PROPOSER'S BACKGROUND INFORMATION..... 10

ATTACHMENT D – CERTIFICATE OF LIABILITY INSURANCE..... 15

ATTACHMENT F – REFERENCES FORM..... 17

ATTACHMENT I – CERTIFICATION TO HIRE LOCAL..... 17

LISTING OF WORK THAT IS NOT COMPLETED OR IN DEFAULT 17

PERSONNEL 18

 Key Personnel 18

 Installation Crew 21

 Organizational Charts..... 22

QUALITY ASSURANCE AND CONTROL PROGRAM..... 23

 Installation Quality Control..... 23

 Employee Quality Control Measures 24

 Photo Review Quality Control..... 25

 Financial Management 25

 Product Quality 25

PROPOSAL FORM..... 26

BID BOND..... 27

CONTRACTOR EXPERIENCE..... 32

 State License 32

 References 32

APPROACH TO SCOPE OF WORK..... 37

 Site Preparation / Partial Deployment..... 37

 On-site Project Management..... 37

 Inventory Storage and Tracking 37

 Route Scheduling Overview 37

 Customer Notification..... 38

 Ongoing Communication with the City..... 38



Addressing Customer Concerns and Managing Field Issues..... 38

Installation Methodology..... 39

Video Pre-Construction Record 39

DATA MANAGEMENT 41

APPENDIX A – ADEPT 45

CERTIFICATE OF INSURANCE 52

BONDING LETTER..... 54

AUTHORITY TO SIGN..... 55



ATTACHMENT A - CONTACT INFORMATION



City of Pembroke Pines

City of Pembroke Pines

Bid PSUT-21-03

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH PSUT-21-03 titled "Water Meter Installation Project" attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: Envocore - RTS Water Solutions, LLC

STREET ADDRESS: 9240 NW 63rd Street, Unit 6

CITY, STATE & ZIP CODE: Parkville MO 64152

PRIMARY CONTACT FOR THE PROJECT:

NAME: Brian King TITLE: Sales Executive, Utility Metering

E-MAIL: bking@envocore.com

TELEPHONE: (561) 402-4798 FAX: (816) 880-6620

AUTHORIZED APPROVER:

NAME: Francis Wheeler TITLE: Vice President

E-MAIL: fwheeler@envocore.com

TELEPHONE: (713) 504-6684 FAX: (816) 880-6620

SIGNATURE: Francis Wheeler

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 "Proposal Requirements" of the bid package?

Attachment A - Contact Information Form	Yes <u>x</u>
Attachment B - Non-Collusive Affidavit	Yes <u>x</u>



City of Pembroke Pines

City of Pembroke Pines

Bid PSUT-21-03

Attachment A

Attachment C - Proposer's Background Information	Yes <u>X</u>
Attachment F - References Form	Yes <u>X</u>
Attachment I - Certification to Hire Local	Yes <u>X</u>
Listing of Work that is Not Completed or in Default	Yes <u>X</u>
Key Personnel Information	Yes <u>X</u>
Project Organization Chart	Yes <u>X</u>
Quality Assurance and Control Program	Yes <u>X</u>
Does your proposal include a Proposal Security (Bid Bond or Cashier's Check) along with a Payment and Performance Bond? (See Bid Package for details)	Yes <u>X</u>

Other Qualifications as outlined in subsection 1.02 "Qualifications" of Attachment II "Contract Documents" Section 01000 "Project Description":

Is your firm pre-qualified or certified by the City's meter supplier, Neptune Technology Group, for the installation of their meters?	Yes <u>X</u>
<i>If bidders have not already been pre-qualified or certified by Neptune Technology Group, they may contact Neptune Technology Group to obtain the pre-qualification or certification prior to the award of the contract.</i>	Not Yet _____
Will your firm self-perform all of the Work?	Yes <u>X</u>
Has your firm completed a minimum of three projects of similar scope and size in the last five years?	Yes <u>X</u>
Is your firm continuously engaged in providing services of installing residential and commercial water meters?	Yes <u>X</u>
Is your firm presently engaged in the provision of these services?	Yes <u>X</u>

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes <u>X</u>
Form W-9 (Rev. October 2018)	Yes <u>X</u>
Company Profile	Yes <u>X</u>
Commodity Codes	Yes <u>X</u>
Sworn Statement on Public Entity Crimes Form	Yes <u>X</u>



City of Pembroke Pines

City of Pembroke Pines

Bid PSUT-21-03

Attachment A

Local Vendor Preference Certification	Yes <u>X</u>
Local Business Tax Receipts	Yes <u>X</u>
Veteran Owned Small Business Preference Certification	Yes <u>X</u>
Equal Benefits Certification Form	Yes <u>X</u>
Vendor Drug-Free Workplace Certification Form	Yes <u>X</u>
Scrutinized Company Certification	Yes <u>X</u>
E-Verify System Certification Statement	Yes <u>X</u>
Applicable State and Local Licenses	Yes <u>X</u>



ATTACHMENT B – NON-COLLUSIVE AFFIDAVIT

Bid PSUT-21-03

City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Officer
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid,

Such Bid is genuine and is not a collusive or sham Bid,

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature Francis Wheeler
Francis Wheeler

Title Vice President

Name of Company Envocore - RTS Water Solutions

4/15/2021 2:59 PM

p. 44



ATTACHMENT C – PROPOSER'S BACKGROUND INFORMATION

City of Pembroke Pines

Bid PSUT-21-03



City of Pembroke Pines

Attachment C

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Provide the firm's name, address, and the telephone number of the main office and any branch office which will be involved in any way with the project.

<p>Envocore - RTS Water Solutions, LLC Office: 9240 NW 63rd Street, Unit 6 Parkville MO 64152 P: (816) 880-6600 F: (816) 880-6620</p>	<p>Envocore Corporate Office: 750 MD Route 3 South, Suite 19 Gambrills MD 21054 P: (410) 923-4116 F: (410) 923-4019</p>
---	---

2) Include a brief introduction describing the experience of the contractor, the size of the contractor, and the services provided by the contractor.

Envocore - RTS Water Solutions, LLC is a wholly-owned subsidiary of Envocore, Inc., which has the financial backing to implement this size contract. We have the substantial financial strength to bond an individual project up to \$50 million and a total aggregate of \$200 million (please see the attached Bonding Letter). The Envocore family of companies includes five other companies: two Lighting Efficiency, LED Street Lighting, Water Efficiency, and Building Envelope. Our combined companies have more than 400 team members across the country, which have successfully implemented 3,400 projects in 48 states, with an on-time completion rate of 98.7%. In addition, Envocore - RTS Water Solutions, LLC is considered a safe company, with a three-year aggregate EMR rating of .83. Finally, there are no current plans to sell or merge with another company.

3) Under what former name has your business operated? Include a description of the business.

N/A



City of Pembroke Pines

City of Pembroke Pines

Bid PSUT-21-03

Attachment C

4) At what address was that business located?

N/A

5) Have you ever failed to complete work awarded to you. If so, when, where and why?

Envocore - RTS Water Solutions **has never** failed to complete work awarded to us.

6) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes, we have developed a plan for the performance of the work required to successfully complete this project. Please see our attached response document for our project approach.



City of Pembroke Pines

City of Pembroke Pines

Bid PSUT-21-03

Attachment C

7) Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

MTX Group One will be assisting us with project management.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

8) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

There are **no bankruptcy** petitions to report.

9) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

There have been **no Bond claims** made to our surety in the last five years.



City of Pembroke Pines

City of Pembroke Pines

Bid PSUT-21-03

Attachment C

10) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

There are **no claims, arbitrations, administrative hearings or lawsuits** to report.

11) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

There are **no criminal proceedings or hearings** concerning business related offenses to report.

12) Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.



City of Pembroke Pines

City of Pembroke Pines

Bid PSUT-21-03

Attachment C

13) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Envocore - RTS Water Solutions, LLC **has never** been debarred or suspended from doing business with any governmental agency.

14) Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

RTS Water Solutions has extensive project management experience with projects of this size and nature. Furthermore, RTS has intimate knowledge of Neptune water meters and implementing their AMR/AMI solutions. As you will see in our project list, we have installed over 618,000+ meters and endpoints since 2011. We have installed Neptune meters on numerous projects, including programming transmitters, installing new meter boxes, dual check valves, and capturing all critical meter data for integration into the utility's billing system.

RTS has also been involved in projects of equal and greater size both locally and in other states. In 2019, RTS was contracted to install 89,000 meters on Palm Beach County's AMI installation project. RTS recently went under contract to install 28,000 meters at Bonita Springs Utilities, kicking off in July 2021. We are also going into our third year of an annual renewal contract with DeKalb County, GA, where we install 120,000 meters. The scope of work for this project includes a preliminary meter survey to determine the most efficient scope of work for service line renewal, meter change out, meter endpoint programming, activation, commissioning, and implementation of the AMI system.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Envocore - RTS Water Solutions, LLC
(Company Name)

Francis Wheeler
Francis Wheeler



AGENCY CUSTOMER ID: ENVOCOR-01

NSMALL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY McFarlin Insurance Agency, LLP		NAMED INSURED RTS Water Solutions, LLC 9240 NW 63rd St Ste 6 Parkville, MO 64152	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Policies
Installation Floater #QT-630-8R221355-TIL-21
2/11/21 to 2/11/22
\$3,000,000 Limit
Travelers

Excess Umbrella #ECO57957116
2/11/21 to 2/11/22
\$10,000,000 per occ/\$10,000,000 agg
Liberty Mutual



ATTACHMENT F – REFERENCES FORM

Attachment F was completed online and submitted through BidSync.

ATTACHMENT I – CERTIFICATION TO HIRE LOCAL

Attachment I was completed online and submitted through BidSync.

LISTING OF WORK THAT IS NOT COMPLETED OR IN DEFAULT

Envocore – RTS Water Solutions does not have any work that is not completed or in default. All jobs that are contracted and have a Notice to Proceed issued are actively being installed. Currently, we have five jobs that are contracted and are awaiting a Notice to Proceed.

Project Name	Date of Installation	Metering Points
Seabrook TX	Pending start date 7/2021	4,112
Burkeburnette TX	Pending start date 7/2021	5,964
Bonita Springs FL	Pending start date 7/2021	28,000
Seminole OK	Pending start date 7/2021	3,496
Rockdale County GA	Pending start date 7/2021	14,630
Bristow OK	ongoing	1,847
Durant OK	ongoing	6,006
Spencer OK	ongoing	1,292
Gustine CA	ongoing	1,843
Lawrence KS	ongoing	32,912
City of Bonham TX	ongoing	3,469
DeKalb County GA	ongoing	140,000 * year 3 renewed 5/2021





PERSONNEL

Key Personnel

Envocore – RTS Water Solutions, LLC Smart Metering Division has a team of well-qualified individuals. Below are the bios of all management personnel that are involved with this project.

Francis Wheeler – Executive Vice President of Sales

Francis Wheeler is a recognized industry leader in the advanced design and construction of water projects. Founder of Water Savers, LLC., one of the legacy Envocore companies, Francis brings over 20 years of industry expertise and progressive water and business management experience, including profit and loss responsibility, operational oversight, a keen eye for talent, and team building. His business acumen has helped grow the business from a few million dollars in its first year to a significant contributor to Envocore with revenues over \$150 million and growing. Before founding Water Savers, Francis worked for multiple water companies and a Fortune 50 energy service company (ESCO). Before delving headfirst into the water efficiency business, Francis was a Chief of Information & Personnel Security at HQ United States Marine Corps.

Francis attended the University of Maryland while stationed in Japan and the Marine Corps University during his 12-year military career.

Greg Castro – Vice President of Operations

Greg joined Envocore – Retro-Tech Systems, LLC as a Project Manager in 1995. Realizing Greg's capabilities and potential, he was soon promoted to the Senior Project Manager position, then to Director of Operations, and eventually to his current position with Envocore as Vice President of Operations.

Serving as Vice President of Operations, all Envocore Construction Managers report directly to Greg. In addition, Greg has overseen \$250,000,000 in installations and is responsible for all aspects of personnel, startup, construction, closeout, disposal, and project follow-up. Greg shares the responsibility of bringing jobs in on budget and schedule while at the same time providing unparalleled customer satisfaction.

Brian King – Sales Executive, Eastern Region, Utility Metering & Smart Cities

Brian has ten years of experience working in the utility industry with sales, project management, and leadership roles. As the Sales Executive for the utility metering division, Brian is responsible for executing sales strategy, developing customer and partner relationships, and communicating critical project components.

Before joining Envocore – RTS Water Solutions, Brian served in various leadership roles, including Director of Utilities Services. He was an integral part of an asset management team responsible for a \$70 M budget. At this national REIT of 150,000 service connections across 32 states, Brian helped design, procure, and install smart metering initiatives regionally for multiple distribution systems. At Equity Lifestyle Properties (ELS), he created a nationwide standard operating procedure for managing water distribution systems to reduce leakage and manage resident expectations.



Before ELS, Brian served as the Account Executive for Sensus Metering, responsible for driving sales in Florida. He served as a trusted advisor and subject matter expert, building relationships with small to large municipalities and developing, coordinating, and deploying multi-year-meter projects.

Russell George – Director, Engineering and Development, Utility Metering & Smart Cities

Russell is a 13-year veteran of the water and energy efficiency marketplace with engineering, project development, and leadership roles. As the Director of Engineering and Development, Russell is responsible for overseeing the pricing of implementation projects, utility metering design services, billing data triage, and revenue recovery modeling.

Before joining Envocore – RTS Water Solutions, Russell served in various Engineering/Development and leadership roles for Johnson Controls. He led development in energy efficiency improvement projects and utility infrastructure improvement projects in the Southeast United States.

Before his tenure in the water and energy efficiency marketplace, Russell provided Facilities Operations Leadership for 24 years with Aramark Facility Services in Higher Education, K-12, and Healthcare facilities in Alabama and Tennessee.

Aubrey Smitherman – Director of Utility Solutions, Smart Cities and Metering

Aubrey has spent the last 30 years becoming an expert in the water utility industry. Recently, Aubrey has joined Envocore as the Director of Utility Solutions, providing expert guidance to project development, sales, and operation. Aubrey is a contributor to the development of new service offerings, labor force, and subcontractor expansion.

Before taking on this new position, Aubrey spent several years as a meter specialist. In a few short years, he became a top meter salesman in 2017-2019, educating and promoting the AMR/AMI metering solutions. For the majority of Aubrey's career, while employed with several national firms, Aubrey was tasked with leading utilities back into compliance within state standards, as well as becoming again financially stable. Aubrey is a certified water and sewer operator (Grade IV Water and Grade II Sewer), provided operations and management expertise, which improved processes and increased revenues. Aubrey was a court-appointed receiver for two water utility systems in Mississippi and Alabama based on his success.

Randy Coble - Manager, Systems & Data Management, Utility Metering & Smart Cities

Since 2007, Randy has spent most of his time implementing and supporting technology-related projects and initiatives in the local Kansas City, Missouri area. Most recently, Randy supported industries such as financial investing, transportation, and creative production. His diverse background and experience help bring a fresh perspective to technology at Envocore – RTS Water Solutions. Randy joined the team in 2014. His roles include the management of field data through the collection, processing, storing, and security.

Randy is a graduate of Colorado Technical University with a bachelor's degree in Information Systems Management, with a certification in Microsoft's NET framework.



Garrett Luther – Operations Manager, Utility Metering & Smart Cities

Garrett is a management veteran who has been working for Envocore – RTS Water Solutions for nine years, most recently as an Operation Manager. Garrett is responsible for monitoring existing processes and analyzing their effectiveness, planning, control, material, billing, performance improvement, and operations strategy.

As the lead Operations Manager (OM), Garrett is assigned to this project and is responsible for staffing, schedules, logistics, billing, customer service, and other construction-related activities.

Andrew (Andy) Routh – Construction Manager II, Utility Metering & Smart Cities

Andy came to Envocore – RTS Water Solutions in 2016. He started as an Installer and was quickly promoted through the ranks to the position of Construction Manager II. Andy is responsible for overseeing the workforce, installation quality, production control, operational support, and the Envocore – RTS liaison to the City.

Before installing water meters, Andy worked with special needs children and coached basketball. He has a degree in Exercise Science.

Tentatively, Andy will staff this project as the on-site Construction Manager (CM); he is dedicated to this project and remains on-site when construction-related activities are ongoing. More information about Andy's responsibilities for this project can be found below.





Installation Crew

The installation staff are all Envocore employees. All employees must meet defined qualifications and go through a hiring process, including background checks, drug screening, OSHA 10 Safety Training, receipt and acknowledgment of Envocore's Employee Handbook, and in the field training. Once these items have been accomplished, the employee is assigned to a project; the CM continues to work with them until they have met satisfactory benchmarks. Envocore - RTS has a large labor force and defined positions. Tech 1 and 2, Crew Leader 1 and 2, Construction Manager I, II, and III, and Operations Manager I, II, and III. Envocore - RTS will conduct a local hiring campaign to hire additional full-time staff to meet the project's requirements.

Please note that all our installation employees are highly recognizable with industry-standard color safety shirts and vests. All employees have an ID tag and utilize safety glasses, boots, gloves, and protective COVID-19 face masks as required by the City.

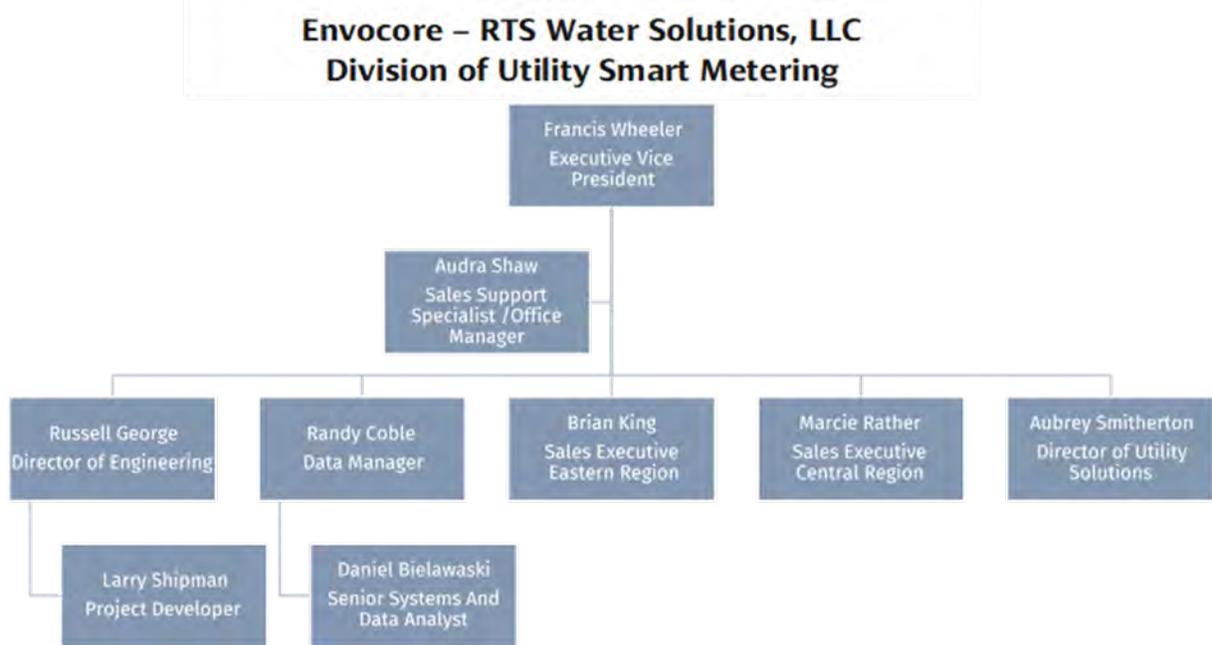
Envocore - RTS provides work vehicles that are appropriately marked with company logos. We use late-model white work vans and trucks with the Envocore - RTS logo predominantly displayed.





Organizational Charts

Below are the organizational charts for our Smart Metering Division and our Installation/Operations Divisions.





QUALITY ASSURANCE AND CONTROL PROGRAM

Installation Quality Control



Envocore – RTS's Smart Installation Management System (SIMS) ensures that meter installation is done the first time correctly. Our IT Team creates an install database with the customer account data received by the City. First, the data is "cleaned" to remove duplicates and flag records with items that need to be reconciled with the City before the database is created. Once the data is clean, the customer address, account number, existing meter serial number, meter size, and last meter read is used to create the database. Each meter targeted for replacement or retrofit is

assigned a unique master-work order number created in SIMS. The master-work order number is tied to the customer account number. This work order is automatically appended throughout the life of the project as events occur. "Events" are photos, installation records, and plumbing irregularities collected by field personnel. All meter barcodes are added to the SIMS database when they are received from the distributor.

At installation, the Installer uses the company-provided cellular iPad pre-populated with the City's unique Meter Install Recording Form (see example) to access the account targeted for install or retrofit. Meter size and type provided by the City are verified. The barcodes on the new meter and new transmitter are scanned and added to the record by SIMS; the serial numbers for both pieces of hardware are now associated with the work order number in SIMS and the Customer's account number provided by the City. SIMS also takes the meter serial number out of its inventory and scans the entire database to confirm that the serial numbers for both pieces of equipment are not duplicated.

Other data collected is:

- Old serial number,
- Existing register end reading,
- Install date and time,
- New register reading,

The screenshot shows a mobile application interface for a 'Meter Install Recording Form'. The form is divided into several sections:

- Project Information:** Project (MeterCity USA - Demo), RTS # (1153WA), Property Address (414 E KANSAS AVE), and Account Name (LUTHER CHURCHILL).
- City Data:** City Meter ID (1000144), Last Reading By City (66280), and City Meter Size (3/4").
- Actually Found:** Fields for Actual Old Meter ID, Current Old Meter Reading, and Actual Meter Size, each with a red input field.
- New Install Data:** Fields for New Meter Trans # and New Meter Reading, with a 'Touch if Ret' checkbox. Below these are 'Scan Meter Bar Code' and 'Scan MUI Bar Code' buttons.
- Utilities:** A row of buttons: Report Issue on RTU, Additional Work Field Notes, Reset Location, Defective Equipment, Initiate Retain Form, and Return to Field Data Table.
- Photos for Location:** A vertical column of photo upload boxes on the right side, including Pre-Install (Area), Old Meter Serial, Old Read, New Meter Serial, New Meter Trans ID, Post-Install (RI), New Meter Post Install, and Post-Install (Estior).

- Additional work performed by RTS required by the City (service line repair, pit/meter location cleaning, RTUs, improper installations of existing meter),
- Notes such as leaking plumbing, cross-connections, infrastructure upgrades needed, and evidence of tampering are also made.
- Photos of outside and inside the meter pit and surrounding area before and after meter replacement; and
- The iPad collects the longitude/latitude locations of the new meter. Submeter GPS is collected if it is included in the project scope.

Pictures are also taken at each install. Below is the list of standard photos taken. Because SIMS is customizable to the Customer's needs, any additional images required by the City can easily be added to the Installers' routine.



- Pre-install exterior – shows the conditions surrounding the pit upon arrival
- Pre-install pit - shows the condition inside the pit once the meter lid is removed
- Old meter number and, if applicable old transmitter number
- Final read from the old meter
- New meter number
- New transmitter number
- Activation photo, if necessary, for the AMI connectivity verification.
- Post-install pit – shows the new meter/transmitter installed in the pit and the valve position (open or closed)
- Post-install exterior - shows conditions surrounding the pit upon completion

Once the installation has been completed, the Installer sends the record from the iPad to our database. The Installer cannot pull up the following account until the data is sent. The transfer is done over a 64-bit encrypted connection and immediate, removing the fear of data loss from faulty equipment or damage to the iPad. When the data hits our server, the internal Quality Assurance team uses the pictures taken at installation to check all data collected. More information on photo quality control measures is below.

All project data is stored on a server in Parkville, Missouri, and backed up to three additional servers off-site (industry standard is three total).

Employee Quality Control Measures

The CM randomly audits installations in the field for quality and individual Installer performance. Any Installer making repeated errors is re-trained or removed from the project. Also, a series of quality check questions are recorded after each installation. Questions include if the meter is installed correctly and leak checked, if the meter is oriented in the proper flow direction, and if the transmitter is mounted correctly and wired.



Photo Review Quality Control

Our Quality Control Team conducts a two-layer quality check of each install, meaning each record is inspected twice by different team members before the record is marked complete. The process includes reviewing all pictures containing meter and transmitter serial numbers and final meter reads against the data entered by the Installer. The reviewer also checks the post-install pit picture to verify that the water was turned back on, and that the meter is installed in the correct flow direction. If an error is found in any of these data elements, the reviewer contacts the CM immediately; the CM dispatches the Installer. He/she returns to the pit to correct the error, enter new data, and take new pictures. The record is reviewed again for accuracy. Once passed, the record is marked complete and is sent in the next batch upload to the City's utility billing system.

Financial Management

Below are the steps to ensure that each executed contract follows the agreed-upon financial specifications outlined in the project contract.

- Weekly budget review for every active job by Operations Managers.
- Weekly budget review for every active job by the Director of Operations.
- Monthly budget review for every active job by VP of Operations.
- Monthly budget review for every active job by Chief Operating Officer.

Product Quality

Below are the steps to ensure that each executed contract follows the agreed-upon service requirements outlined in the project contract.

- Weekly project review for every active job by Operations Managers. These meetings include weekly update meetings by all dedicated on-site Construction Managers identifying questions, concerns, and bottlenecks that need to be addressed.
- Weekly Project review for every active job by the Director of Operations. The operations Manager reviews the progress of each job, discussing the project to date completion percentage, any violations or requests for staffing, equipment, etc.
- Monthly Project review for every active job by VP of Operations.
- Monthly Project review for every active job by Chief Operating Officer.



PROPOSAL FORM



Metering Unit Pricing Summary

Pembroke Pines, FL

6/1/2021

Bid Item Number	Scope of Work Description	Qty in Scope	Unit Material Price	Unit Labor Price	Total Unit Price	Extended Total Price
BB-01	Installation of Owner Furnished Meters	16,272	\$ -	\$ 37.64	\$ 37.64	\$ 612,478.08
BB-02	Furnish Single Meter Box (choose one from Specifications)	6,509	\$ 65.28	\$ -	\$ 65.28	\$ 424,907.52
BB-03	Install Single Meter Box (at the same time as the meter)	6,509	\$ -	\$ 38.64	\$ 38.64	\$ 251,507.76
BB-04	Furnish Double Meter Box (choose one from Specifications)	3,254	\$ 109.72	\$ -	\$ 109.72	\$ 357,028.88
BB-05	Install Double Meter Box (at the same time as the meters)	3,254	\$ -	\$ 81.59	\$ 81.59	\$ 265,493.86
BB-06	Furnish Dual Check Valve (Watts DuC or equal)	16,272	\$ 31.11	\$ -	\$ 31.11	\$ 506,221.92
BB-07	Dual Check Valve Installation (at the same time as meter)	16,272	\$ -	\$ 28.63	\$ 28.63	\$ 465,867.36
UP-01	Replace angle stop [EA]	1	\$ 166.85	\$ 43.15	\$ 210.00	\$ 210.00
UP-02	Repair or line break [EA]	1	\$ -	\$ 90.55	\$ 90.55	\$ 90.55
UP-03	Service Line Extension (relocate sidewalk meters to back of walk) [EA]	1	\$ -	\$ 138.96	\$ 138.96	\$ 138.96
UP-04	Sidewalk Replacement (5'x4', 4" thick) [EA]	1	\$ -	\$ 462.86	\$ 462.86	\$ 462.86
UP-05	Furnish Antenna Booster [EA]	1	\$ 17.78	\$ -	\$ 17.78	\$ 17.78
UP-06	Furnish single traffic bearing meter box and lid (tier 15 or greater, see section 01025)	1	\$ 120.83	\$ -	\$ 120.83	\$ 120.83
UP-07	Install single traffic bearing meter box and lid (see section 01025)	1	\$ -	\$ 38.64	\$ 38.64	\$ 38.64
UP-08	Furnish double traffic bearing meter box and lid (tier 15 or greater, see section 01025)	1	\$ 176.38	\$ -	\$ 176.38	\$ 176.38
UP-09	Install double traffic bearing meter box and lid (see section 01025)	1	\$ -	\$ 81.59	\$ 81.59	\$ 81.59
TOTAL TURNKEY IMPLEMENTATION PRICE						\$ 2,884,842.97



BID BOND

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
 RTS WATER SOLUTIONS, LLC
 9240 NW 63rd Street
 Parkville, MO 64152

SURETY:
(Name, legal status and principal place of business)
 XL SPECIALTY INSURANCE COMPANY
 Seaview House, 70 Seaview Avenue
 Stamford, CT 06902-6040

OWNER:
(Name, legal status and address)
 CITY OF PEMBROKE PINES
 8300 South Palm Drive, Pembroke, FL 33025

BOND AMOUNT: Five Percent of Amount bid
 (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
 Water Meter Installation Project - Bid PSUT-21-03

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

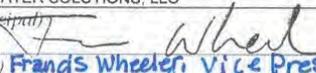
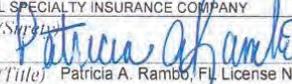
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of May, 2021

 (Witness)	 Audra Shaw	RTS WATER SOLUTIONS, LLC <i>(Principal)</i>	 <i>(Seal)</i>
 (Witness)	Sara Owens	XL SPECIALTY INSURANCE COMPANY <i>(Surety)</i>	 <i>(Seal)</i> (Title) Patricia A. Rambo, FL License No W382801, Attorney in Fact

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Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1612206

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902,, do hereby nominate, constitute, and appoint:

Elizabeth Marrero, Wayne G. McVaugh, Patricia A. Rambo, Sara Owens, Kimberly G. Sherrod, Joanne C. Wagner, Cathy Ho, Vicki Johnston, George Gionis, Kaitlyn Malkowski, Jaquanda Martin, Lori S. Shelton

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this January 15th, 2021.

XL SPECIALTY INSURANCE COMPANY



by:

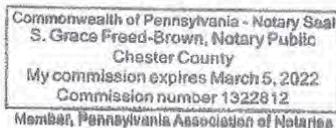
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 15th day of January, 2021, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

SB0042

Page 1 of 2



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STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, the 28th day of May 2021



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 15th day of January, 2021.



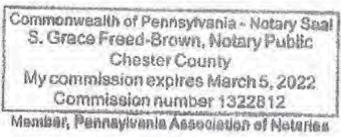
XL REINSURANCE AMERICA INC.

by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 15th day of January, 2021, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, the 28th day of May 2021



Kevin M. Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 1/15/2023



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PATRICIA A RAMBO

License Number : W382801

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

02/09/2017

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2915 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://fdice.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridsCFD.com/Division/Agents>

Jeff Atwater
Chief Financial Officer
State of Florida



XL SPECIALTY INSURANCE COMPANY
 STATUTORY STATEMENT OF ADMITTED ASSETS,
 LIABILITIES, CAPITAL AND SURPLUS
 December 31, 2019
 (U.S. Dollars)

Assets:		Liabilities:	
Bonds	911,024,023	Loss & loss adjustment expenses	306,587,194
Stocks	47,070,287	Reinsurance payable on paid loss and loss adjustment expenses	978,460
Cash and short-term investments	221,641,401	Unearned premiums	85,029,230
Receivable for securities	0	Ceded reinsurance premium payable	
Total Invested Assets	1,179,735,711	Funds held by company under reinsurance treaties	576,638,649
		Payable for Securities	0
		Other Liabilities	56,989,735
		Total Liabilities	1,026,223,268
Agents Balances	75,222,151	Capital and Surplus:	
Funds held by or deposited with reinsured companies	0	Aggregate write-ins for special surplus funds	
Reinsurance recoverable on loss and loss adjustment expense payments		Common capital Stock	5,812,500
Accrued interest and dividends	5,441,804	Gross paid in and contributed surplus	330,743,655
Other admitted assets	47,472,924	Unassigned surplus	(54,906,833)
Total Admitted Assets	1,307,872,590	Total Capital and Surplus	281,649,322
		Total Liabilities, Capital and Surplus	1,307,872,590

Due to the current circumstances of the Coronavirus (COVID-19) outbreak, we do not have physical access to a jurat page officer for wet signature and notarization. In lieu, we have provided electronic signature of a jurat page officer.

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2019, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.

Vice President and Controller



Project:	City of Moberly, Missouri	
Client:	The City of Moberly and Energy Solutions Professionals	
Contact:	Ron LaCombe (913) 381-2800 ron@energyesp.com	
Scope of Work	<ul style="list-style-type: none"> • Provide and install new 5/8", 1", 2", 3", 4" and 6" meters with associated AMI Equipment. • Retrofit existing 2" and 4" meters with associated AMI • Meter box replacement • Vacuum excavation of meter box and verify service line material 	
Contract Period:	July 2020 – April 2021	
Number of Meters Installed:	5,809 meters	
Personnel:	Francis Wheeler Garrett Luther Randy Coble	Russell George Andy Routh

Project:	City of Durant, Oklahoma	
Client:	The City of Durant, Oklahoma, and Core & Main	
Contact:	Kevin Cherrington (913) 844-6211 kevin.cherrington@coreandmain.com	
Contract Scope of Work:	Remove existing 5/8", 1", 1.5", 2", 3", 6" 8" and 10" meters and replace with new meter and AMI equipment reader	
Contract Period:	December 2020 – Current (81.3% compete)	
Number of Meters Installed:	6,283	
Key Personnel:	Francis Wheeler Garrett Luther Aubrey Smitherman	Russell George Randy Coble

Project:	City of Roswell, New Mexico	
Client:	The City of Roswell and Yearout Energy Solutions	
Contact:	Greg Lucero (505) 991-4637 greg.lucero@yearoutenergy.com	
Scope of Work:	<ul style="list-style-type: none"> • Remove old meters and install 3/4", 1", 1.5", 2", 3", 4", 6" and 8" new meters and endpoints. • Install 3/4", 1", 3", 4", and 6" valves as needed • Pit excavation and reset 	
Contract Period:	March 2017 – March 2018	
Number of Meters Installed:	19,488 meters	
Key Personnel:	Francis Wheeler Garrett Luther	Russell George Randy Coble



Project:	City of Wichita Falls, Texas	
Client:	AMERESCO	
Contact:	Subroto Gunawan (508) 598-4554 sgunawan@ameresco.com	
Contract Scope of Work:	<ul style="list-style-type: none"> • Retrofit 5/8", 1", 1.5", 2", 3", 4", 6", 8", and 10" meters • 1.5", 2", 3", 4", 6", 8", and 10" Sensus OMNI T2 water meter UME Replacement • Replace inoperable or leaking curb stop, shut off valve, or check valve • Install new shutoff valve if none exists on the City side of the meter only • Modify meter box as required to access meters where the connection is under or behind the box; 5/8" to 2" only • Modify all lids (cut) as required to install transmitters cleanly • Program transmitters 	
Contract Period:	July 2015 – June 2016	
Number of Meters Installed:	38,000	
Key Personnel:	Francis Wheeler Garrett Luther	Russell George Randy Coble

Project:	The Consortium	
Client:	Village of Buffalo Grove, Palatine & Glenview, Illinois	
Contact:	Jonathan Woods (847) 561-7289 Jonathan.woods@seimens.com	
Contract Scope of Work:	<ul style="list-style-type: none"> • Install 5/8" x 3/4", 3/4", 1", 1.5", 2", 3", and 4" iPerl Meters • Retrofit 5/8" x 3/4", 3/4", and 1" test meters • Install 6" transmitter only • Install new Valves (up to 1") • Install new ground wire • Run new 3-wire • Make plumbing repairs 	
Contract Period:	June 2015 – August 2016	
Number of Meters Installed:	50,000	



The following list is of projects Envocore - RTS has worked on over the past five years. Our Installation Team is currently working on nine projects and has five pending projects. We expect to install over 130,000 meters for those active contracts.

Envocore – RTS has **never defaulted** on a contract or failed to complete a job. All jobs listed have contracts in place and will begin as soon as the Customer's notice to proceed has been issued.

Project Name	Date of Installation	Metering Points
City of Council Grove KS	2020	1,163
City of Shiner TX	2020	2,229
City of Gatesville TX	2020	3,570
Moberly Meters MO	2020	5,809
Jenks OK	2020	7,379
Cody NRWD PRV Meters WY	2020	2,762
Raymore MO	2020	5,924
Travis County 18 TX	2020	1,888
Fort Meade-Corvias Housing MD	2020	2,628
Anadarko TX	2019	5,200
Fairfield TX	2019	2,350
West Travis County TX	2019	3,000
Travis County 10 TX	2019	3,000
Travis County 11, 12,13 TX	2019	1,150
Clifton TX	2019	1,560
Seymour TX	2019	1,316
Liberty MO	2019	12,000
Las Cruces NM	2018	42,000
Palm Beach County FL	2018	89,000
City of Roswell NM	2017	18,000
City of Everman TX	2017	3,500
City of Cordry-Sweetwater SC	2017	1,200
City of Plainfield IN	2017	4,300
City of Eudora KS	2016	2,400
City of Bowie TX	2016	3,200



Project Name	Date of Installation	Metering Points
Wichita Falls TX	2016	38,000
City of Shelbina MO	2016	1,900
City of Maryville Meter MO	2016	4,300
City of Gainesville TX	2016	900

APPROACH TO SCOPE OF WORK

The following are standard implementation steps our internal operations team follows:

Site Preparation / Partial Deployment

Arrival at the project site occurs no later than 30 days before beginning installation. The first Envocore - RTS employees on-site is managerial (Operations Manager, Construction Manager, and Site Supervisors) to start site coordination during site prep lead time. Envocore - RTS Managers work diligently to gather as much installation on route and landscape data as possible before full deployment of Envocore - RTS installation and retrofit crews. This initial familiarity allows Envocore - RTS project leadership to have a solid foundation for maintaining the most efficient schedule possible. During this partial deployment, Envocore - RTS managers are ensuring all company vehicles are ready for use by our installation crews upon arrival (full deployment). The same principle applies to all rented and owned tools used on the project.

On-site Project Management

The project is staffed with an on-site Construction Manager (CM). The CM is dedicated to this project and remains on-site any time there are construction-related activities ongoing. The role of the CM is to facilitate the work crews, manage the schedule, and communicate with the City.



Inventory Storage and Tracking

The CM manages and tracks the inventory. A Conex Box is rented before deployment to store meters and equipment at the location the City has designated. The CM is responsible for assigning inventory pieces to each crew and maintaining their inventory while on the truck until installed into service. These pieces are serialized and verified by our (SIMS) on the back end after each install.



Route Scheduling Overview

Envocore - RTS works closely with the City to establish an efficient schedule and consider meter routes and billing black-out dates. Doing so not only helps to alleviate any billing system issues; it also allows both the City and Envocore - RTS to track where the installation crew is and where installations are pending. Field Management ensures that each vehicle is equipped with the necessary tools required, and Installers are aware of any special needs that might be necessary for a successful installation. Crews are assigned certain portions of the route each day so that the construction manager knows where work is conducted each day.



Customer Notification

After each installation, the Installer contacts the resident to tell them the installation is complete and give them contact information should an issue arise. If the resident is not home, the Installer hangs a tag on the door. We have provided an example of a typical door hanger.

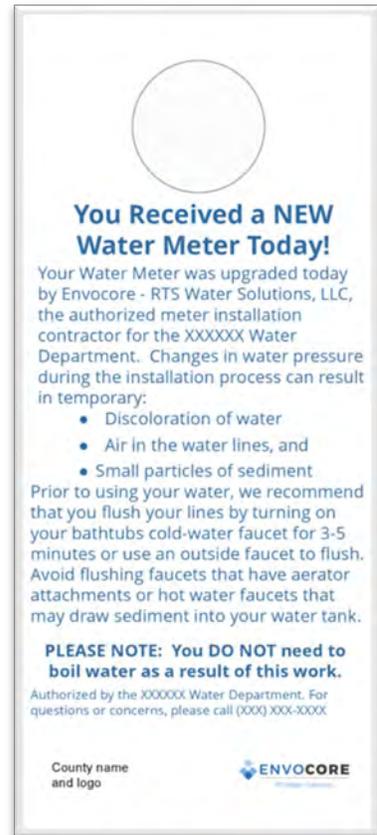
Ongoing Communication with the City

Communication with the City is as frequent as desired (we find the more open and frequent, the better). Internally, our staff holds weekly progress meetings to discuss how efficient installations have been and what we can do to improve them. We share those findings with the City weekly to keep the City as informed as possible during a project.

Issues discussed include installation completions, cycle sequences, issues from the previous week, problem resolution, inaccessible sites, scheduling with customers and City, and prior route/cycle clean-up.

Addressing Customer Concerns and Managing Field Issues

Each meter targeted for the upgrade has a unique master work order created in the Envocore - RTS Smart Installation Management System (SIMS). This work order is appended throughout the life of the project as appropriate. All events associated with this work order are posted on the project web portal. "Events" are considered plumbing irregularities, photos, installation records, troubleshooting logs, and customer complaints/concerns collected by field personnel. If a customer calls with a complaint, it can be logged against the work order and tracked until resolved by Envocore - RTS and City staff. The issue is recorded and forwarded to the CM for resolution. The CM immediately reports the complaint to the City and proceeds to resolve the situation. A report is generated and appended to the work order. All work orders are subjected to a rigorous series of quality control algorithms, including comparing factory file data to install data, the old meter identification check, the old meter read-review, and install vs. appointment corroboration. Anomalies are reconciled before sending the installation record for upload to the Utility billing system.





Installation Methodology

These are the steps each Installer is expected to follow to ensure efficient and correct installation.

Water Meter Installation Procedures

1. Arrive at address, engage 4-way flashers, exit vehicle, and put safety cone at the back of the vehicle.
2. Knock on the residence's front door and notify the Customer of a brief interruption of services while the meter is changed. If the resident is not home, hang a door tag to alert the resident of the meter change if required by the contract.
3. Locate the pit, have your tools and new meter with you. Take Photo #1 (Pre-Install Exterior) of the pit area and its immediate surroundings.
4. Remove the pit lid, take Photo #2 (Pre-install Pit), capture the valve position (on/off) and the pre-existing pit conditions.
5. Take Photo #3 (Old Meter Serial Number) and Photo #4 (Old Meter Read) and verify that the meter is not running currently before removing the old meter from the service line.
6. Take Photo #5 (New Meter Serial Number) and Photo #6 (New Transmitter Serial Number).
7. Turn the water off, remove the old meter, install the new meter, endpoint, AMI antenna, and return the valve to the on position.
8. Take Photo #7 (New Meter Activation) to document the activation of the new meter.
9. Take Photo #8 (Post-Install Pit) to verify the valve is on and the meter is installed with proper flow direction
10. Take Photo #9 (Post-Install Exterior) of the pit area and its immediate surroundings.
11. If required by the Utility, hang door tag to notify the resident of the meter replacement if they were not available when you arrived.

Video Pre-Construction Record

Envocore – RTS Water has included costs to hire a professional videographer to capture continuous color video of the individual routes, including each meter location before construction, as part of this proposal.

We have identified and included a professional local S/M/WBE and Broward County Business Enterprise to provide video production and editing for pre-construction footage during this critical water meter upgrade. ADEPT has unique experience capturing construction video footage in Broward county and Pembroke Pines. ADEPT is a leader in this industry, and a list of past projects has been provided in this proposal. Refer to Appendix A to see more information about ADEPT.

Envocore - RTS' standard operating procedures require installers to capture a minimum of 8-13 photos per installation, including pre-installation conditions. Our Smart Installation Management system is fully customizable, allowing us to add more photos or important field



notes to each installation record at no additional cost and can be shared with Pembroke Pines on a near real-time basis. If appropriate, Envocore RTS would like to discuss alternative options for this video pre-construction record as this could be significant cost savings to the City.

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DATA MANAGEMENT

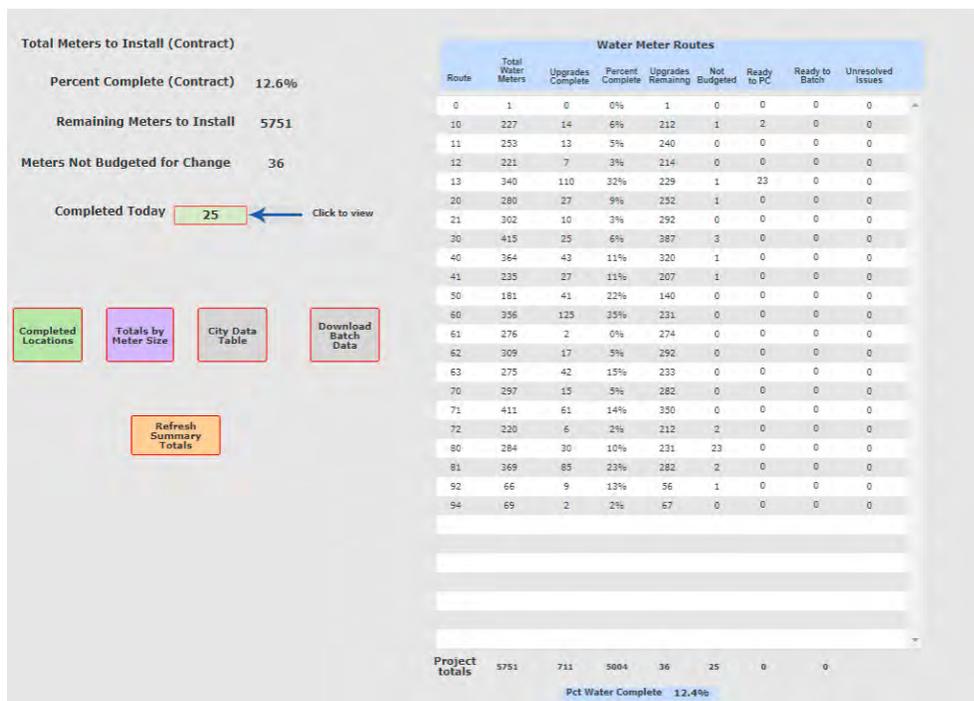
Envocore - RTS is unique because we have an internal IT Team that manages the data with our work order management system, called SIMS (Smart Installation Management System). We use a proprietary web portal that houses data collection, pictures, GPS coordinates, quality control, commissioning, data transfer, and much more. This Web Portal is second to none and easily incorporates all our customers billing systems.

Our web portal and SIMS provide the necessary tools and processes to ensure the new system works for the City. Envocore – RTS recognizes this is not just a water meter replacement project; it is the management and implementation of an AMI water meter system. We fully understand what it takes. Our Installers have company-provided iPad handheld devices that communicate with our SIMS. The SIMS communicates with the City's billing system.

Below is a high-level overview of SIMS.

Project Dashboard

This screenshot is the project dashboard. From this view, City staff can see the progress of the updated project near real-time as meters are changed and sent to our Quality Control Team for review.





Completed Locations

This table shows locations that have been completed and a brief overview of data collected for each installed account. The user can click the "Photo Status" column for each record to view detailed information and pictures of the installation at that location.

RTU#	Name	City	Zone	Old Meter ID	Field Size	New Meter ID	Installed Range	GPS Counts	Install Date	Installer	Service Date	Photo Status	Complete Status	LiAs	RepsAs	Photo Confirmed	Final Review	Go to Form Timestamp	Last Photo Timestamp	Install Time	Retrft	Pipe Type
1041WA	COATES ST BROADBENT	1180	10	2343105	1"	15659197	38 420512 7/13/2020	92 142285 7/13/2020	7/13/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/13/2020 11:34:47 AM	7/13/2020 11:41:32 AM	0:16:03		
1053WA	LONG AVE	5389	10	2345041	5/8"	156640228	38 419437 7/16/2020	92 144953 7/17/2020	7/17/2020	Luis Becerra	07/25/2020	9	1			Yes	Yes	7/16/2020 12:00:33 PM	7/16/2020 12:07:55 PM	0:07:21		Copper
1064WA	BOORISS	17906	10	2371905	5/8"	156655730	38 428901 7/13/2020	92 470962 7/15/2020	7/15/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/13/2020 12:44:54 PM	7/13/2020 12:59:43 PM	0:14:49		
1082WA	BURGETT DONALD	8758	10	2348404	1"	156594266	38 420505 7/13/2020	92 144754 7/15/2020	7/15/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/13/2020 9:17:01 AM	7/13/2020 9:26:25 AM	0:12:04		Copper
1099WA	WEST KATHY	107624	10	2348488	5/8"	156624626	38 420512 7/16/2020	92 144933 7/16/2020	7/16/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/16/2020 8:30:15 AM	7/16/2020 8:39:43 AM	0:01:27		
1109WA	COUSEY FRANK	57312	10	2348426	1"	156593054	38 418904 7/13/2020	92 144903 7/15/2020	7/15/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/13/2020 10:52:47 AM	7/13/2020 10:30:25 AM	0:27:08		Copper
1127WA	GRUBNER 1005	37338	10	2348429	5/8"	156611236	38 420509 7/13/2020	92 144754 7/15/2020	7/15/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/13/2020 9:38:33 AM	7/13/2020 10:01:22 AM	0:21:49		
1144WA	McCORMACK EMERY	67339	10	2348314	1"	156597965	38 412883 7/20/2020	92 144138 7/21/2020	7/21/2020	Luis Becerra	07/25/2020	9	1			Yes	Yes	7/20/2020 4:36:30 PM	7/20/2020 4:58:41 PM	0:18:11		
1166WA	U.S. POSTAL SERVICE	97322	10	2345333	2"	156515975	38 419449 6/24/2020	92 144335 6/21/2020	6/21/2020	Luis Becerra	06/19/2020	9	1			Yes	Yes	5/28/2020 11:06:08 AM	5/28/2020 11:42:58 AM	0:36:50		
1172WA	HARRIS BRUCE	87450	10	2348367	1"	156595881	38 419576 7/13/2020	92 144564 7/15/2020	7/15/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/13/2020 10:42:30 AM	7/13/2020 11:10:49 AM	0:28:19		Copper
1130WA	LAWSON DARLA	30497	10	2348739	5/8"	156647930	38 415884 7/22/2020	92 144137 7/24/2020	7/24/2020	Luis Becerra	07/25/2020	9	1			Yes	Yes	7/22/2020 10:42:44 AM	7/22/2020 11:04:01 AM	0:21:17		
1239WA	CLEANGHER KIL J	12	11	2345356	1"	156593912	38 413339 7/16/2020	92 145642 7/16/2020	7/16/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/16/2020 4:51:49 PM	7/16/2020 5:06:23 PM	0:12:36		Plastic
1239WA	MEYER DANNY	92266	11	2348226	1"	156595985	38 422994 7/13/2020	92 144844 7/15/2020	7/15/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	7/13/2020 1:11:28 PM	7/13/2020 1:29:32 PM	0:18:03		
1264WA	KEMLEY JAMES	23803	11	2348283	5/8"	156646950	38 415383 6/26/2020	92 144917 6/29/2020	6/29/2020	Armando Cruz	07/25/2020	9	1			Yes	Yes	6/26/2020 3:35:09 PM	6/26/2020 3:36:28 PM	0:01:08		
1319WA	CITY POOL	862156	11	2348490	3"	156593026	38 420513 6/20/2020	92 146722 6/21/2020	6/21/2020	Armando Cruz	5/22/2020	9	1			Yes	Yes	5/20/2020 12:37:13 PM	5/20/2020 1:24:33 PM	0:47:40		
1319WA	MADIGAN PATRICK S MARJ	77122	11	2348249	1"	156593968	38 412104 6/3/2020	92 144684 6/5/2020	6/5/2020	Andrew Roth	06/19/2020	9	1			Yes	Yes	6/3/2020 8:15:48 PM	6/3/2020 8:29:31 PM	0:13:43		
1319WA	PARK ENTRANCE 88A	64174	11	2348725	5/8"	156643280	38 413709 7/21/2020	92 144122 7/24/2020	7/24/2020	Luis Becerra	07/25/2020	9	1			Yes	Yes	7/21/2020 4:12:36 PM	7/21/2020 10:27:51 AM	18:14:15		
1320WA	CALABRELLI DENISE	102794	11	2345537	1"	156590944	38 421378 6/3/2020	92 148681 6/5/2020	6/5/2020	Armando Cruz	06/19/2020	9	1			Yes	Yes	6/3/2020 4:45:03 PM	6/3/2020 4:57:18 PM	0:11:25		

Field Data Collection

This view shows detailed information about each account.

Meter Install Recording Form

Mtr #:	1086WA	Installer	Ryan Smith
	TAYLOR ASHLEY		GPS Loc +33.63951
	1214 HILLSIDE		9,

Meter ID	2517412	Last Meter Reading	71530	City Meter Size	3/4 inch
Actual Old Meter ID	2517417	Final Meter Reading	72404	Actual Meter Size	3/4
Meter ID	35400064	New Meter Trans #	1544661480	New Meter Reading	0

Photo Type

Post-Install (Exterior)

Take Photo Below

Photos for this Location

- Pre-Install
- Old Serial
- Old Read
- New Meter
- Post-Install (Pit)
- NM Transmitter

Extras and Notes

Clicking Extras and Notes, the viewer will Installer notes and extra work performed to complete the installation

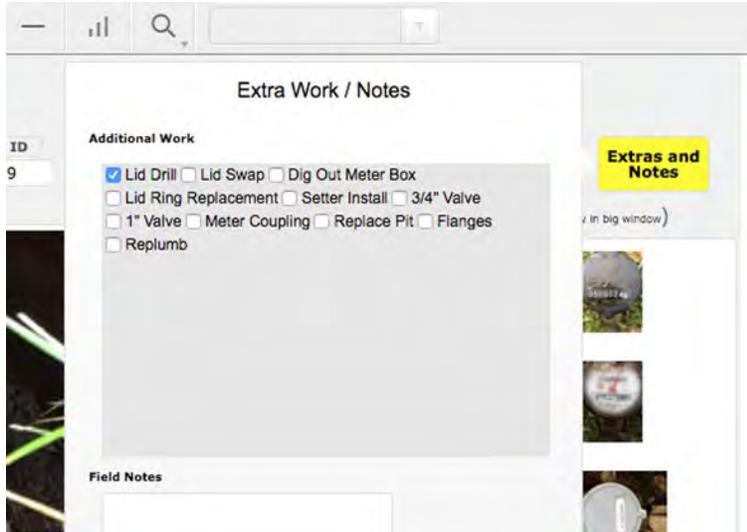
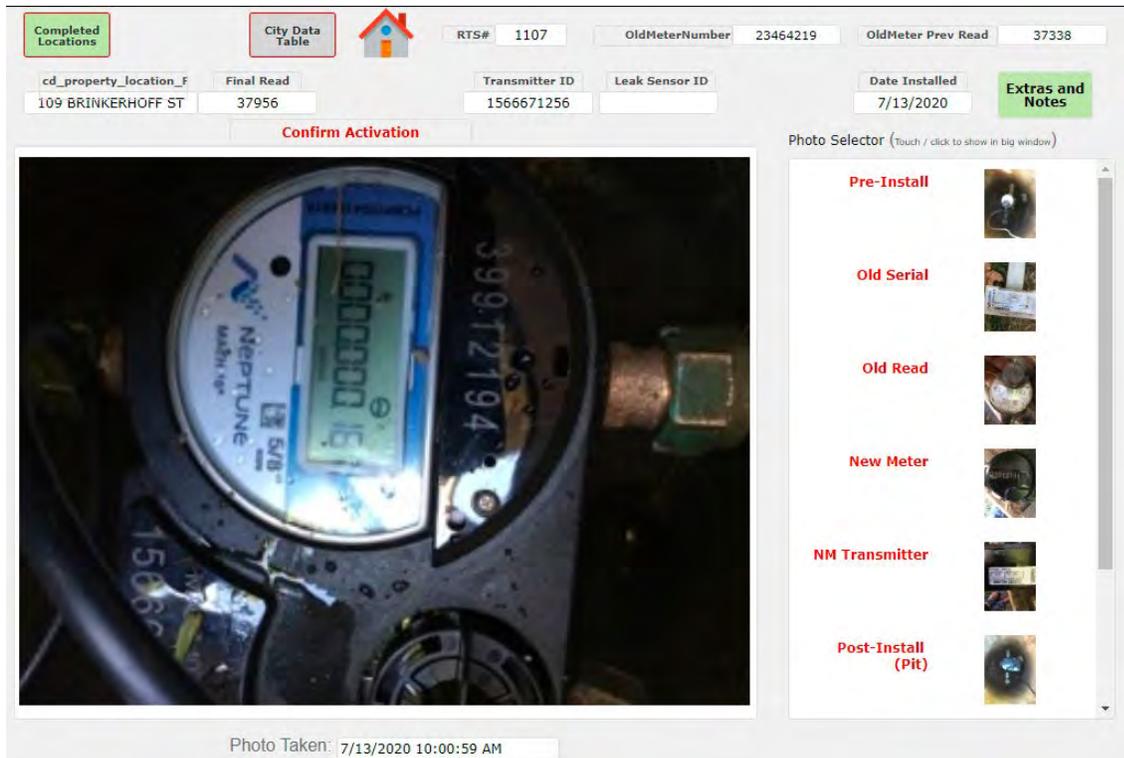


Photo Review

All installations are photo reviewed and checked for errors. Before an installation record can be returned to the City for import into the UBS, it must pass a two-step visual inspection.





Batch Download

All accounts installed that have passed the Photo Review process are downloaded and batched to the Customer for UBS import on a schedule that fits the Customer's needs.

This screenshot shows the date and number of records sent back to the Customer.

Travis Texas_10 Meter Changeout Daily Uploads

Batch Archive

Download Date	# of Locations	Revisit		Sent to Customer
9/25/2019	128	View	Re-Download	Yes
10/3/2019	87	View	Re-Download	Yes
10/10/2019	115	View	Re-Download	Yes
10/18/2019	175	View	Re-Download	Yes
10/24/2019	110	View	Re-Download	Yes
10/30/2019	24	View	Re-Download	Yes
11/4/2019	24	View	Re-Download	Yes
11/7/2019	76	View	Re-Download	Yes
11/19/2019	119	View	Re-Download	Yes
11/22/2019	86	View	Re-Download	Yes
11/26/2019	24	View	Re-Download	Yes
12/3/2019	56	View	Re-Download	Yes

[Total New Accounts Ready to Download](#)

This section left intentionally blank.

APPENDIX A – ADEPT

ADEPT COMPANY BIO

ABOUT ADEPT

Broward County headquartered, Fort Lauderdale, Florida based ADEPT is a leading South Florida advertising, marketing and communications agency. ADEPT offers expertise in economic development, public outreach/involvement, government & public affairs, social media and digital marketing. Our broad range of experience allows us to provide a better outlook on economic, political and social dynamics that influence important constituencies.



ADEPT represents various industry sectors, ranging from education to infrastructure providers, public-private partnerships to nonprofits, government and concessionaire groups.

Our team aligns with, advocates for and advances our client's goals. ADEPT develops solutions and achieves results through its comprehensive network of relationships at the local, state and federal levels of government as well as with corporations, foundations and nonprofits. ADEPT focuses on providing public and private clients with experts in advertising, marketing and communications.

The ADEPT team is extremely involved within Broward's greater Fort Lauderdale community, with civic-based organizations, charities and with many local events throughout South Florida.

ADEPT is permitted to compete for, and perform, work on all projects receiving credit for work performed in the following areas:

- NAICS: 541810 Advertising Agencies
- NAICS: 541613 Marketing Consulting Services
- NAICS: 541820 Public Relations Agencies
- NAICS: 541910 Marketing Research and Public Opinion Polling
- NAICS: 541618 Other Marketing Consulting Services
- NAICS: 541690 Other Scientific and Technical Consulting Services
- NAICS: 611430 Professional and Management Development Training
- NAICS: 541618 Other Management Consulting Services
- NAICS: 541611 Administrative Management and General Management Consulting
- NAICS: 561110 Office Administrative Services
- NAICS: 561410 Document Preparation Services



ADEPT'S VISION

The ADEPT Team is an advertising, marketing and communications agency made up of cutting edge professionals with travel, tourism and hospitality, transportation, infrastructure, environmental and governmental affairs/relations experience.

We have a hands-on approach to advertising and marketing outreach techniques to capture targeted interested parties. We analyze all alternatives and map out the competitive environment by conducting detailed reviews of existing data to help our clients clarify and present their objectives.

Our team is well versed and experienced working with the **Broward County having completed numerous public outreach projects** and boasting a proud working relationship with County Staff and leadership. **ADEPT is currently working on several major Broward County projects like the Mobility Advancement Program (MAP) Marketing and Communications Contract brought to you by the Penny for Transportation and the COVID-19 Vaccine Outreach program for the Broward Municipal Services District. ADEPT recently completed work on the Broward County 100-Year Flood MAP Elevation Project, COVID-19 Communications Contract, the 2020 Census Marketing Campaign along with multiple Port Everglades projects including the Port Everglades Master/Vision Plan, the Port Everglades Slip 1 Construction Project, and the new Convention Center Hotel and Expansion** Development Team. We pride ourselves on wonderful working relationships with Broward County staff and leadership. ADEPT also provided website design, outreach and tier 1 and tier 2 stakeholder input for the **City of Fort Lauderdale's Transit Master Plan Study.**

Additionally, our team can provide project support services including **website design, social media, video production and editing, graphic design, digital marketing, document control and office and administrative tasks.**

OUR PROFILE

ADEPT is a small, minority and woman-owned company, certified as an Airport Concessions Disadvantaged Business Enterprise (ACDBE) in Florida, under the Unified Certification Program (UCP) in accordance with 49 CFR, PART 26 administered by the Florida Department of Transportation (FDOT).



ADEPT is certified as a Small Business Enterprise (SBE) for Public Relations services by South Florida Water Management District (SFWMD).



ADEPT is State of Florida certified Small Business Enterprise (SBE) for Public Relations, Marketing and Advertising Consulting Services and **Broward County Business Enterprise (CBE)** certified in administrative management and general management consulting services, marketing consulting services and customer service management consulting services.

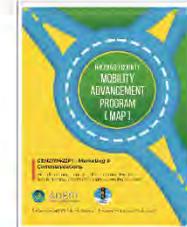


ADEPT PROJECTS

Project: Broward County Mobility Advancement Program (MAP) Communications & Marketing

Role: Marketing and Communications
 Year Completed: 2021-2026 (In Progress)

ADEPT worked with Broward's Mobility Advancement Program (MAP) staff to create new logos, branding, and marketing materials to support county objectives while preserving the consistency of the overall County brand. In addition, ADEPT conducts business and community outreach to generate positive recognition for the County.



Project: Broward County COVID-19 Vaccine Outreach

Role: Public Outreach and Canvassing
 Year Completed: March 2021-Present

ADEPT and subconsultants conducted neighborhood outreach and canvassing in the Broward Municipal Services District (BMSD) to ensure community members had access to information on when and how they could obtain their COVID-19 vaccinations.



Project: Broward County 100-Year Flood Map Project

Role: Public Outreach and Stakeholder Involvement
 Year Completed: 2018-2020

ADEPT provided community outreach, stakeholder liaison, and document control support. This update marks a vital advancement in our region's resilience efforts, with improved standards for flood protection and benefits relating to Broward County's participation in the National Flood Insurance Program.



Project: Broward County Census 2020 Marketing Campaign

Role: Advertising, Marketing and Communications
 Year Completed: 2019-2020

ADEPT assisted Broward County and various local stakeholders in influencing historically hard-to-enumerate ("HTE") populations to complete the Census so that Broward County could receive the funding and political representation to which it is legally entitled based on population.



Project: Broward County COVID-19 Communications Contract

Role: Advertising, Marketing and Communications
 Year Completed: 2020

ADEPT provided digital and social media marketing services in order to inform the community on the latest standards and guidelines for preventing the spread of COVID-19, including social distancing and mask guidelines, County Executive Orders, and information on the latest openings and closures across Broward County.





Project: Broward County Port Everglades Slip 1 Reconstruction

Role: Stakeholder Involvement & Document Control

Year Completed: 2018-Present (Expected end date in 2027)



Project: Parkland Cares, Inc. Marketing & Communications

Role: Marketing & Communications

Year Completed: January 2021-Present



Project: Broward County Convention Center Hotel and Expansion

Role: Public Relations, Marketing, Stakeholder Liaison

In 2015, the Board of County Commissioners approved moving forward with expanding the size of the Broward County Convention Center and adding a new headquarters hotel. After an extensive procurement process, Matthews Southwest Inc., (MSW) a nationally renowned and highly accomplished developer and team, was ranked as the #1 development firm by the Board.

Source: <http://broward.org/ccexpansion/Pages/Default.aspx>



Project: Broward County 2018 Port Everglades Master/Vision Plan Third Update

Role: Community Outreach, Stakeholder Liaison and Public Involvement Officer Support Services

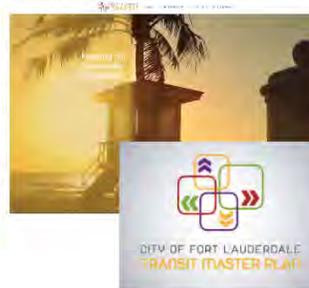
For the third update to the Broward County Port Everglades Master/Vision Plan, the team will review the 2014 adopted Master/Vision Plan, related economic activity, financial and market forecasts and conditions and other relevant port/county planning documents as approved by the Contract Administrator.



Project: The City of Fort Lauderdale Transit Master Plan

Role: Web Design, Community Outreach and Marketing Services

ADEPT was part of the team who assisted in the analysis of the City of Fort Lauderdale Community Bus System in order to enhance mobility for all users of the System for the City's Transportation and Mobility Department. The City of Fort Lauderdale was successful in obtaining a two-year grant from the Federal Transit Administration's (FTA) New Freedom Program as a sub-recipient to the South Florida Regional Transportation Authority (SFRTA).







2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000102442

Entity Name: ADEPT PUBLIC RELATIONS, LLC

Current Principal Place of Business:

5300 POWERLINE ROAD
SUITE 207
FORT LAUDERDALE, FL 33309

Current Mailing Address:

5300 POWERLINE ROAD
SUITE 207
FORT LAUDERDALE, FL 33309 US

FEI Number: 46-3387296

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ADEPT STRATEGISTS, LLC
5300 POWERLINE ROAD
SUITE 207
FORT LAUDERDALE, FL 33309 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: DANA POLLITT 04/16/2021
Electronic Signature of Registered Agent Date

Authorized Person(s) Detail :

Title MGRM
Name POLLITT, DANA L
Address 5300 POWERLINE ROAD
SUITE 207
City-State-Zip: FORT LAUDERDALE FL 33309

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DANA POLLITT OWNER 04/16/2021
Electronic Signature of Signing Authorized Person(s) Detail Date



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

October 29, 2019

REGISTERED VENDOR NO.: 119881

Julie Ruffolo, Managing Partner
 ADEPT Public Relations, LLC.
 5300 Powerline Road, Suite 207
 Fort Lauderdale, FL 33309

CERTIFICATION EXPIRATION DATE
October 29, 2022

Dear Ms. Ruffolo:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Advertising, Marketing, Graphic Design and Public Relations Consulting Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Joni Lynn Fox
 Sr. Contract Compliance Specialist
 Procurement Bureau

JLF/kk



AGENCY CUSTOMER ID: ENVOCOR-01

NSMALL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY McFarlin Insurance Agency, LLP		NAMED INSURED RTS Water Solutions, LLC 9240 NW 63rd St Ste 6 Parkville, MO 64152	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Policies
Installation Floater #QT-630-8R221355-TIL-21
2/11/21 to 2/11/22
\$3,000,000 Limit
Travelers

Excess Umbrella #ECO57957116
2/11/21 to 2/11/22
\$10,000,000 per occ/\$10,000,000 agg
Liberty Mutual



BONDING LETTER



April 27, 2021

Re: Lighting Retrofit International, LLC
Green Lighting Solutions, LLC
Water Savers, LLC
Enlight Energy Efficient Lighting, Inc.
RTS Water Solutions, LLC
Retro-Tech Systems, LLC
RTS Building Envelope, LLC
Envocore Japan Ltd.
Envocore Canada Ltd.

To Whom It May Concern:

This will confirm that Aon Risk Solutions is the surety bond broker for the captioned affiliated Envocore companies. Aspen American Insurance Company, Argonaut Insurance Company, and XL Specialty Insurance Company are supporting this group of companies with a surety bond program for single bonds up to \$50 million and in aggregate up to \$200 million. Bonding for any individual project is based upon review of the contract by the surety and standard underwriting information at the time of the bond request.

Aon considers Envocore (and its affiliates) to be a preferred customer, based on the collective project experience and organizational strength. As the leading construction surety broker, we are pleased to represent Envocore and we are confident you will find them qualified to handle projects in the above range. Should a contract be awarded to them by your company, it would be Aspen American Insurance Company's, Argonaut Insurance Company's, and XL Specialty Insurance Company's intention to provide the required performance and/or payment bonds.

We trust that the above information will enable you to consider Envocore (and/or its affiliates) for your project. Should you have further questions concerning this excellent firm, do not hesitate to call.

Sincerely,

Patricia A. Rambo
Attorney-in-Fact

Aon Risk Solutions
Aon Risk Services Central, Inc. | One Liberty Place | 1650 Market Street, Suite 1000 | Philadelphia, PA 19103
t: +1.215.255.2000
w: aon.com





AUTHORITY TO SIGN

RTS WATER SOLUTIONS, LLC

Action by Written Consent of the Sole Member

February 6, 2018

The undersigned, being the sole member (the "*Sole Member*") of RTS Water Solutions, LLC, a Delaware limited liability company (the "*Company*"), acting in accordance with Delaware Limited Liability Company Act, does hereby waive all notices of a meeting and consent to the adoption of the following resolutions by written consent:

Election of Officer

RESOLVED: That the following person is elected to the office set forth opposite his respective name, to hold such office or offices until his removal or until his successor has been duly elected and qualified:

Francis Wheeler Vice President

General Authorization

RESOLVED: That all acts and things previously done by any director, officer, employee or agent of the Company, on or prior to the date hereof, in the name and on behalf of the Company, in connection with the transactions contemplated by the foregoing resolutions, are in all respects ratified, approved, confirmed and adopted as acts and deeds by and on behalf of the Company.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the undersigned does hereby consent to, approve and adopt the foregoing action, effective as of the date first written above.

SOLE MEMBER:

INTEGRATED EFFICIENCY SOLUTIONS, INC.

By: 

Name: Stephen J. Troese, Jr.

Title: Chief Executive Officer

#55319735_v1

Supplier: RTS Water Solutions, LLC

CONTACT INFORMATION FORM

IN ACCORDANCE WITH PSUT-21-03 titled “Water Meter Installation Project” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Envocore - RTS Water Solutions, LLC**

STREET ADDRESS: **9240 NW 63rd Street, Unit 6**

CITY, STATE & ZIP CODE: **Parkville**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Brian King** TITLE: **Sales Executive, Utility Metering**

E-MAIL: **bking@envocore.com**

TELEPHONE: **561-402-4798** FAX: **816-880-6620**

AUTHORIZED APPROVER:

NAME: **Francis Wheeler** TITLE: **Vice President**

E-MAIL: **fwheeler@envocore.com**

TELEPHONE: **713-504-6684** FAX: **816-880-6620**

SIGNATURE: **Francis Wheeler, Vice President**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer’s Background Information	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>

Attachment I - Certification to Hire Local	Yes <input checked="" type="checkbox"/>
Listing of Work that is Not Completed or in Default	Yes <input checked="" type="checkbox"/>
Key Personnel Information	Yes <input checked="" type="checkbox"/>
Project Organization Chart	Yes <input checked="" type="checkbox"/>
Quality Assurance and Control Program	Yes <input checked="" type="checkbox"/>
Does your proposal include a Proposal Security (Bid Bond or Cashier's Check) along with a Payment and Performance Bond? (See Bid Package for details)	Yes <input checked="" type="checkbox"/>

Other Qualifications as outlined in subsection 1.02 "Qualifications" of Attachment H "Contract Documents" Section 01000 "Project Description":

Is your firm pre-qualified or certified by the City's meter supplier, Neptune Technology Group, for the installation of their meters?	Yes <input checked="" type="checkbox"/>
<i>If bidders have not already been pre-qualified or certified by Neptune Technology Group, they may contact Neptune Technology Group to obtain the pre-qualification or certification prior to the award of the contract.</i>	Not Yet <input type="checkbox"/>
Will your firm self-perform all of the Work?	Yes <input type="checkbox"/>
Has your firm completed a minimum of three projects of similar scope and size in the last five years?	Yes <input checked="" type="checkbox"/>
Is your firm continuously engaged in providing services of installing residential and commercial water meters?	Yes <input checked="" type="checkbox"/>
Is your firm presently engaged in the provision of these services?	Yes <input checked="" type="checkbox"/>

In addition, please remember to update the documents listed in Section 1.6, as applicable.

Vendor Information Form	Yes <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Company Profile	Yes <input checked="" type="checkbox"/>
Commodity Codes	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Local Vendor Preference Certification	Yes <input checked="" type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>

E-Verify System Certification Statement	Yes <input checked="" type="checkbox"/>
Applicable State and Local Licenses	Yes <input checked="" type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Unit Prices provided by the Contractor below which are not commensurate with current, accepted unit prices for similar work will be grounds for an imbalanced bid, will not be accepted and may be cause for Bid rejection.

A) Base Bid: Install Owner Furnished Meters & Install &/or Furnish Meter Appurtenances. Prices to include all materials, freight, labor and warranties where applicable.

Item #	Item Description	Unit Price	Estimated Quantity	Unit of Measure	Total Cost
1)	Installation of Owner Furnished Meters	Price to be Submitted Via BidSync	16272	Each	Price to be Submitted Via BidSync
2)	Furnish Single Meter Box (choose one from Specifications)	Price to be Submitted Via BidSync	6509	Each	Price to be Submitted Via BidSync
3)	Install Single Meter Box (at the same time as the meter)	Price to be Submitted Via BidSync	6509	Each	Price to be Submitted Via BidSync
4)	Furnish Double Meter Box (choose one from Specifications)	Price to be Submitted Via BidSync	3254	Each	Price to be Submitted Via BidSync
5)	Install Double Meter Box (at the same time as the meters)	Price to be Submitted Via BidSync	3254	Each	Price to be Submitted Via BidSync
6)	Furnish Dual Check Valve (Watts DuC or equal)	Price to be Submitted Via BidSync	16272	Each	Price to be Submitted Via BidSync
7)	Dual Check Valve Installation (at the same time as meter)	Price to be Submitted Via BidSync	16272	Each	Price to be Submitted Via BidSync

B) Unit Price Schedule: The following unit prices are provided for City use in the addition or deletion of items required for complete and proper execution of the Contract as determined by the City.

Item #	Item Description	Unit Price	Quantity	Unit of Measure	Total Cost
1)	Replace angle stop	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync
2)	Repair or line break	Price to be Submitted	1	Each	Price to be Submitted

		Via BidSync			Via BidSync
3)	Service Line Extension (relocate sidewalk meters to back of walk)	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync
4)	Sidewalk Replacement (5'x4', 4" thick)	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync
5)	Furnish Antenna Booster	Price to be Submitted Via BidSync	1	Each	Price to be Submitted Via BidSync

Supplier: **RTS Water Solutions, LLC**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Envocore - RTS Water Solutions, LLC**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Francis Wheeler**

Title **Vice President**

Name of Company **Envocore - RTS Water Solutions, LLC**

Supplier: RTS Water Solutions, LLC



City of Pembroke Pines

Attachment C

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Provide the firm's name, address, and the telephone number of the main office and any branch office which will be involved in any way with the project.

Envocore - RTS Water Solutions, LLC
9240 NW 63rd Street, Unit 6
Parkville MO 64152

Envocore
750 MD Rt 3 South, Suite 19
Gambrills MD 21054

2) Include a brief introduction describing the experience of the contractor, the size of the contractor, and the services provided by the contractor.

Envocore - RTS Water Solutions, LLC is a wholly-owned subsidiary of Envocore, Inc., which has the financial backing to implement this size contract. We have the substantial financial strength to bond an individual project up to \$50 million and a total aggregate of \$200 million (please see the attached Bonding Letter). The Envocore family of companies includes five other companies: two Lighting Efficiency, LED Street Lighting, Water Efficiency, and Building Envelope. Our combined companies have more than 400 team members across the country, which have successfully implemented 3,400 projects in 48 states, with an on-time completion rate of 98.7%. In addition, Envocore – RTS Water Solutions, LLC is considered a safe company, with a three-year aggregate EMR rating of .83. Finally, there are no current plans to sell or merge with another company.

3) Under what former name has your business operated? Include a description of the business.

None

4) At what address was that business located?

N/A

5) Have you ever failed to complete work awarded to you. If so, when, where and why?

No

6) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes, we have developed a plan for the performance of the work required to successfully complete this project. Please see our attached response document for our project approach.

7) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

MTX Group One will be assisting us with project management.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

8) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None to report

- 9) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None to report

- 10) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None to report

- 11) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None to report

- 12) Are you an Original provider sales representative distributor, broker, manufacturer, other, of the commodities/services proposed upon? If other than the original provider, explain below.

- 13) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

- 14) Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

RTS Water Solutions has extensive project management experience with projects of this size and nature. Furthermore, RTS has intimate knowledge of Neptune water meters and implementing their AMR/AMI solutions. As

you will see in our project list, we have installed over 618,000+ meters and endpoints since 2011. We have installed Neptune meters on numerous projects, including programming transmitters, installing new meter boxes, dual check valves, and capturing all critical meter data for integration into the utility's billing system.

RTS has also been involved in projects of equal and greater size both locally and in other states. In 2019, RTS was contracted to install 89,000 meters on Palm Beach County's AMI installation project. RTS recently went under contract

to install 28,000 meters at Bonita Springs Utilities, kicking off in July 2021. We are also going into our third year of an

annual renewal contract with DeKalb County, GA, where we install 120,000 meters. The scope of work for this project

includes a preliminary meter survey to determine the most efficient scope of work for service line renewal, meter change out, meter endpoint programming, activation, commissioning, and implementation of the AMI system.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Envocore - RTS Water Solutions, LLC
(Company Name)

Francis Wheeler
(Printed Name/Signature)

Supplier: RTS Water Solutions, LLC

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Energy Solutions Professionals**

Address: **6400 W 95th St, Suite 274**

City/State/Zip: **Overland Park KS 66212**

Contact Name: **Ron LaCombe** Title: **Vice President of Operations**

E-Mail Address: **ron@energyesp.com**

Telephone: **(913) 381-2800** Fax: **(913) 273-1499**

Project Information:

Name of Contractor Performing the work: **Envocore - RTS Water Solutions, LLC**

Name and location of the project: **Energy Performance Contract for City of Moberly, MO in Moberly, MO**

Nature of the firm's responsibility on the project: **Provide labor for the installation of Neptune Water Meters and AMI system.**

Project duration: **9 months** Completion (Anticipated) Date: **4/2120**

Size of project: **5,809 meters** Cost of project: **\$2,068,014.93**

Work for which staff was responsible: **Remove existing meter and install like for like meter size. Installation of new rubber meter gasket. Installation of new bolts. Cut a hole in cast iron lid to mount the transmitter. Remove all job-related debris including the recycling of old water meters.**

Contract Type: **Sub-construct**

The results/deliverables of the project: **Completed on time and in budget.**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be**

duplicated for each reference and any additional information that would be helpful can be attached.

Reference Contact Information:

Name of Firm, City, County or Agency: **Core & Main**

Address:

City/State/Zip:

Contact Name: **Colton Brewer** Title: **Inside Sales Specialist**

E-Mail Address: **colton.brewer@coreandmain.com**

Telephone: Fax:

Project Information:

Name of Contractor Performing the work: **Envocore - RTS Water Solutions, LLC**

Name and location of the project: **Advanced Metering Infrastructure (AMI) Project for the City of Durant, Oklahoma.**

Durant, Oklahoma

Nature of the firm's responsibility on the project: **Provide labor for the installation of Neptune AMI Water Meters.**

Project duration: **Five months** Completion (Anticipated) Date: **5/2021**

Size of project: **6,283 meters** Cost of project: **\$517,015.00**

Work for which staff was responsible: **Remove existing meter and install like for like meter size. Installation of new rubber meter gasket. Installation of new bolts. Cut a hole in cast iron lid to mount the transmitter. Remove all job-related debris including the recycling of old water meters.**

Contract Type: **Sub-contract**

The results/deliverables of the project: **we anticipate to complete on time and within budget.**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Yearout Energy Solutions**

Address: **8501 Washington St. NE**

City/State/Zip: **Albuquerque, NM 87113**

Contact Name: **Greg Lucero** Title: **General Superintendent**

E-Mail Address: **greg.lucero@yearoutenergy.com**

Telephone: **(505) 991-4637** Fax:

Project Information:

Name of Contractor Performing the work: **Envocore - RTS Water Solutions, LLC**

Name and location of the project: **City of Roswell Metering Project - Job Number 03-153928**

Roswell, New Mexico

Nature of the firm's responsibility on the project: **Provide all labor, materials, equipment, and services necessary or incidental to complete the installation of AMI Water Meters**

Project duration: **1 year** Completion (Anticipated) Date: **March, 2018**

Size of project: **18,000 meters** Cost of project: **\$13.7 million**

Work for which staff was responsible: **Remove existing meter and install like for like meter size. Installation of new rubber meter gasket. Installation of new bolts. Cut hole in cast iron lid to mount transmitter. Remove all job-related debris, including the recycling of old water meters.**

Contract Type: **Sub-Contract**

The results/deliverables of the project: **Job completed on time with addendums to the contract, and in budget.**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Ameresco, Inc.**

Address: **7929 Brookriver Drive 250**

City/State/Zip: **Dallas, TX 75247**

Contact Name: **Subroto Gunawan** Title: **Engineering Team Leader**

E-Mail Address: **sgunawan@ameresco.com**

Telephone: **(508) 598-4554** Fax:

Project Information:

Name of Contractor Performing the work: **Envocore - RTS Water Solutions, LLC**

Name and location of the project: **Water Meter Installation for the City of Wichita Falls, Texas.**

Wichita Falls, Texas

Nature of the firm's responsibility on the project: **Provide labor to install AMI Water Meter System.**

Project duration: **11 months** Completion (Anticipated) Date: **August 2017**

Size of project: **38,000 Meters** Cost of project: **\$1.763 million**

Work for which staff was responsible:

Contract Type: **Sib-contract**

The results/deliverables of the project: **Completed on time and within budget.**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project: **ashaw@rtswater.com**

Supplier: RTS Water Solutions, LLC



City of Pembroke Pines

Attachment I

CERTIFICATION TO HIRE LOCAL

A Contractor awarded a Contract pursuant to this competitive solicitation shall certify that they will hire **at least 30% of their Labor Force from the Local Area.**

The Local Area shall be defined as a primary residence within the City of Pembroke Pines.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its payroll for employees assigned to provide services related to this specific solicitation/contract.

Payroll records shall be submitted with a calculation showing that the Contractor is meeting the requirement to provide at least 30% of their Labor Force from the Local Area, on a monthly basis with the pay application request, and shall include:

- The name and ID number of every employee who works on site.
- Each employee's address of primary residence (State and City)
- Each employee's job classification (e.g. carpenter, electrician, etc.).
- The number of hours each employee worked, including overtime.
- Every employee's rate of pay, including fringe benefits (or cash paid in lieu of fringe benefits).
- Every employee's gross amount earned.
- Every employee's deductions or withholdings.
- Every employee's net wages paid.

If the Contractor is utilizing sub-contractors to provide these services, the same requirement will be required for the sub-contractor(s). 30% of the Contractor and any applicable Sub-contractor(s) combined labor force shall be hired from the Local Area.

The Contractor and any applicable sub-contractors shall verify the laborer's eligibility for local hiring by requiring the laborer to provide a Florida driver's license with a local address or a comparable form of identification for address verification purposes and capturing this information for record purposes.

Prior to the commencement of services, the Contractor shall provide a plan to the City's project manager to address how the Contractor intends to meet the requirements to hire at least 30% of their Labor Force from the Local Area.

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements as outlined above and agrees to comply with said requirements to hire local.

Place a check mark here only if affirming bidder **will comply fully** with the above requirements.

Place a check mark here only if affirming bidder **will not** meet the above requirements.

This certification shall be signed by an authorized representative of the Contractor. Failure to provide such certification may result in a Contractor being deemed non-responsive. In addition, failure to comply with this requirement throughout the course of the agreement may be grounds for termination of the agreement.

COMPANY NAME: **Envocore - RTS Water Solutions, LLC**

REPRESENTATIVE NAME / SIGNATURE: **Francis Wheeler**

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS**

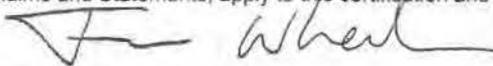
LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Francis Wheeler, Vice President

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Envocore - RTS Water Solutions, LLC

May 27, 2021

Contractor / Name of Company

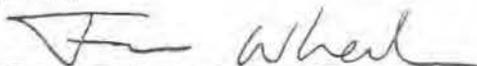
Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, 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 Government entity (Federal, State, or local) with commission of any 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 transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Francis Wheeler, Vice President

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Envocore - RTS Water Solutions, LLC

May 27, 2021

Contractor / Name of Company

Date

Check Box	Category Code	General Code	Detail Code	Category Description
			213112	Support Activities for Oil and Gas Operations
			213113	Support Activities for Coal Mining
			213114	Support Activities for Metal Mining
			213115	Support Activities for Nonmetallic Minerals (except Fuels) Mining
✓	22			Utilities
		221		Utilities
			221111	Hydroelectric Power Generation
			221112	Fossil Fuel Electric Power Generation
			221113	Nuclear Electric Power Generation
			221114	Solar Electric Power Generation
			221115	Wind Electric Power Generation
			221116	Geothermal Electric Power Generation
			221117	Biomass Electric Power Generation
			221118	Other Electric Power Generation
			221121	Electric Bulk Power Transmission and Control
			221122	Electric Power Distribution
			221210	Natural Gas Distribution
			221310	Water Supply and Irrigation Systems
			221320	Sewage Treatment Facilities
			221330	Steam and Air-Conditioning Supply
	23			Construction
		236		Construction of Buildings
			236115	New Single-Family Housing Construction (except For-Sale Builders)
			236116	New Multifamily Housing Construction (except For-Sale Builders)
			236117	New Housing For-Sale Builders
			236118	Residential Remodelers
			236210	Industrial Building Construction
			236220	Commercial and Institutional Building Construction
		237		Heavy and Civil Engineering Construction
✓			237110	Water and Sewer Line and Related Structures Construction
			237120	Oil and Gas Pipeline and Related Structures Construction
			237130	Power and Communication Line and Related Structures Construction
			237210	Land Subdivision
			237310	Highway, Street, and Bridge Construction
			237990	Other Heavy and Civil Engineering Construction
✓		238		Specialty Trade Contractors
			238110	Poured Concrete Foundation and Structure Contractors
			238120	Structural Steel and Precast Concrete Contractors
			238130	Framing Contractors
			238140	Masonry Contractors
			238150	Glass and Glazing Contractors
			238160	Roofing Contractors
			238170	Siding Contractors
			238190	Other Foundation, Structure, and Building Exterior Contractors
			238210	Electrical Contractors and Other Wiring Installation Contractors
			238220	Plumbing, Heating, and Air-Conditioning Contractors
			238290	Other Building Equipment Contractors
			238310	Drywall and Insulation Contractors
			238320	Painting and Wall Covering Contractors

Check Box	Category Code	General Code	Detail Code	Category Description
			238330	Flooring Contractors
			238340	Tile and Terrazzo Contractors
			238350	Finish Carpentry Contractors
			238390	Other Building Finishing Contractors
			238910	Site Preparation Contractors
✓			238990	All Other Specialty Trade Contractors
	31-33			Manufacturing
		311		Food Manufacturing
			311111	Dog and Cat Food Manufacturing
			311119	Other Animal Food Manufacturing
			311211	Flour Milling
			311212	Rice Milling
			311213	Malt Manufacturing
			311221	Wet Corn Milling
			311224	Soybean and Other Oilseed Processing
			311225	Fats and Oils Refining and Blending
			311230	Breakfast Cereal Manufacturing
			311313	Beet Sugar Manufacturing
			311314	Cane Sugar Manufacturing
			311340	Nonchocolate Confectionery Manufacturing
			311351	Chocolate and Confectionery Manufacturing from Cacao Beans
			311352	Confectionery Manufacturing from Purchased Chocolate
			311411	Frozen Fruit, Juice, and Vegetable Manufacturing
			311412	Frozen Specialty Food Manufacturing
			311421	Fruit and Vegetable Canning
			311422	Specialty Canning
			311423	Dried and Dehydrated Food Manufacturing
			311511	Fluid Milk Manufacturing
			311512	Creamery Butter Manufacturing
			311513	Cheese Manufacturing
			311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing
			311520	Ice Cream and Frozen Dessert Manufacturing
			311611	Animal (except Poultry) Slaughtering
			311612	Meat Processed from Carcasses
			311613	Rendering and Meat Byproduct Processing
			311615	Poultry Processing
			311710	Seafood Product Preparation and Packaging
			311811	Retail Bakeries
			311812	Commercial Bakeries
			311813	Frozen Cakes, Pies, and Other Pastries Manufacturing
			311821	Cookie and Cracker Manufacturing
			311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour
			311830	Tortilla Manufacturing
			311911	Roasted Nuts and Peanut Butter Manufacturing
			311919	Other Snack Food Manufacturing
			311920	Coffee and Tea Manufacturing
			311930	Flavoring Syrup and Concentrate Manufacturing
			311941	Mayonnaise, Dressing, and Other Prepared Sauce Manufacturing
			311942	Spice and Extract Manufacturing



COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	RTS Water Solutions, LLC		
Doing Business As (DBA)	Envocore - RTS Water Solutions, LLC		
Primary Business Address	9240 NW 63rd Street		
	Unit 6		
	City:	Parkville	
	State:	MO	Zip: 64152
	Country:	U.S.A.	

Organization Background	
Please state the year that you company started its business	2003
Please state the year that your company started providing service under your current business name	2003
What State is your Company Registered In?	Delaware

Please attach any applicable organization registration documents.

Professional License Information		
License Type	License Number	Expiration
Plumbing Contractor	CFC1427146	August 31, 2022

Please list and attach any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>Envocore - RTS Water Solutions, LLC., is a premier utility metering design-build company with extensive experience working across the country. Envocore - RTS was incorporated in February of 2003 in Delaware. Envocore - RTS has developed and installed utility metering systems, including hundreds of thousands of water meters, electric meters, register replacements, and AMI/AMR endpoints across the country. RTS Water Solutions is a wholly-owned subsidiary of Envocore, Inc., which has the financial backing to implement this size contract. We have the substantial financial strength to bond an individual project up to \$50 million and a total aggregate of \$200 million (please see the attached Bonding Letter). The Envocore family of companies includes five other companies: two Lighting Efficiency, LED Street Lighting, Water Efficiency, and Building Envelope. Our combined companies have more than 370 team members across the country, successfully implementing 3,400 projects in 48 states, with an on-time completion rate of 98.7%. In addition, Envocore - RTS is considered a safe company, with a three-year aggregate EMR rating of .83.</p>

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.

Logout

Department of State: Division of Corporations

[Allowable Characters](#)

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: **3624479** Incorporation Date / Formation Date: **2/11/2003**
 (mm/dd/yyyy)

Entity Name: **RTS WATER SOLUTIONS, LLC**

Entity Kind: **Limited Liability Company** Entity Type: **General**

Residency: **Domestic** State: **DELAWARE**

REGISTERED AGENT INFORMATION

Name: **URS AGENTS, LLC**

Address: **614 N DUPONT HWY SUITE 210**

City: **DOVER** County: **Kent**

State: **DE** Postal Code: **19901**

Phone:

Additional information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like Status Status, Tax & History Information

Submit

View Search Results

New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PRUITT, RUSSELL HAROLD

RTS WATER SOLUTIONS LLC
9240 NW 63RD ST SUITE #6
PARKVILLE MO 64152

LICENSE NUMBER: CFC1427146

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at 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.



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

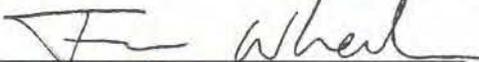


3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Envocore - RTS Water Solutions, LLC

AUTHORIZED OFFICER NAME / SIGNATURE: 
Francis Wheeler



**E-VERIFY SYSTEM CERTIFICATION STATEMENT
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:

- a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Envocore - RTS Water Solutions, LLC

COMPANY NAME: _____

Francis Wheeler

PRINTED NAME / AUTHORIZED SIGNATURE: _____



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

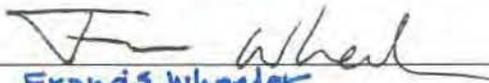
SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Envocore - RTS Water Solutions, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: 
Francis Wheeler



**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Francis Wheeler, Vice President, on behalf of Envocore - RTS Water Solutions, LLC,
Print Name and Title Company Name

certify that Envocore - RTS Water Solutions, LLC :
Company Name

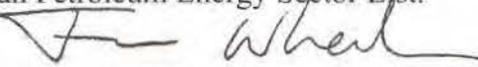
1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Envocore - RTS Water Solutions, LLC
Company Name


Francis Wheeler
Print Name / Signature

Vice President
Title



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted RTS Water Solutions, LLC
(name of entity submitting sworn statement) whose business address is
9240 NW 63rd Street, Unit 6, Parkville MO 64152
and (if applicable) its Federal Employer Identification Number (FEIN) is
72-1548989. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)

2. My name is Francis Wheeler and my
(Please print name of individual signing)

relationship to the entity named above is Vice President.

3. I understand that a "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 misrepresentation.

4. I understand that a "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 any 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.

5. I understand that an "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 Cityship 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.

6. I understand that a "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, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. 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.)**

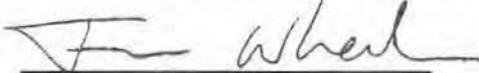
A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management 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, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


Bidder's Name/Signature

RTS Water Solutions, LLC
Company

May 27, 20201
Date



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted RTS Water Solutions, LLC
(name of entity submitting sworn statement) whose business address is
9240 NW 63rd Street, Unit 6, Parkville MO 64152
and (if applicable) its Federal Employer Identification Number (FEIN) is
72-1548989. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)

2. My name is Francis Wheeler and my
(Please print name of individual signing)
relationship to the entity named above is Vice President.

3. I understand that a "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 misrepresentation.

4. I understand that a "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 any 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.

5. I understand that an "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 Cityship 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.

6. I understand that a "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, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. 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.)**

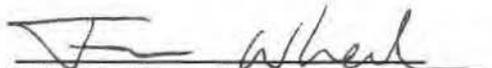
A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to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

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management 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, **AND (Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


Bidder's Name/Signature

RTS Water Solutions, LLC
Company

May 27, 20201
Date



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 drugfree 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. 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 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 each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Authorized Signature

Francis Wheeler

Authorized Signer Name

Envirocore - RTS Water Solutions, LLC

Company Name



VENDOR INFORMATION FORM

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to accountspayable@ppines.com to help facilitate the implementation process.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	RTS Water Solutions, LLC		
Doing Business As (DBA)	Envocore - RTS Water Solutions, LLC		
Primary Business Address	9240 NW 63rd Street		
	Unit 6		
	City:	Parkville	
	State:	MO	Zip: 64152
	Country:	U.S.A.	
Remit To Address	750 MD Rt S		
	Suite 19		
	City:	Gambrills	
	State:	MD	Zip: 21054
	Country:	U.S.A.	
Order From Address	Same as remit		
	City:		
	State:		Zip:
	Country:		
Foreign Entity (Yes/No)	Yes		
Telephone Number	816-880-6600		
Primary Company E-mail	ashaw@envocore.com		
Fax	816-880-6620		
Website	envocore.com		
DUNS	13246043		
Independent Contractor (Yes/No)	No		
Identification Number	SSN:		FID: 72-1548989

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
		60



CONTACT # 1	
Contact Name (First & Last Name)	Audra Shaw
Description/Title/Position	Office Manager/Sales Support Specialist
Phone (Voice)	816-880-6600
Phone (Text)	816-880-6600
Fax	816-880-6620
E-mail	ashaw@envocore.com
	Opt In (Y/N): Y

CONTACT # 2	
Contact Name (First & Last Name)	Brian King
Description/Title/Position	Sales Executive - East Region
Phone (Voice)	561-402-4798
Phone (Text)	
Fax	816-880-6600
E-mail	bking@envocore.com
	Opt In (Y/N): N

CONTACT # 3	
Contact Name (First & Last Name)	
Description/Title/Position	
Phone (Voice)	
Phone (Text)	
Fax	
E-mail	
	Opt In (Y/N):

MINORITY BUSINESS ENTERPRISE			
MBE Classifications	Yes	Certifying Agency	Expiration
African American			
Asian American			
Disadvantage Business			
Hispanic American			
HubZone / Labor Surplus Area			
Minority Owned Business			
Native American			
Small Business Enterprise			
Veteran Owned Small Business			
Woman Owned Business			

If you selected "Yes" to any of the above items, please attach proof of certification.

GEOGRAPHIC PREFERENCE	
Local Broward County Vendor	
Local Pembroke Pines Vendor	
Not a Local Broward County of Pembroke Pines Vendor	x

Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.

STATE REGISTRATION	
Is your company registered with the State of Florida? (Y/N)	Yes
If not, what state is your company registered in?	

Please attach the print out from <https://dos.myflorida.com/sunbiz/> or the appropriate state showing your active registration and any applicable fictitious names that are registered.

2021 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

**FILED
Apr 28, 2021
Secretary of State
7317917298CC**

DOCUMENT# M04000001250

Entity Name: RTS WATER SOLUTIONS, LLC

Current Principal Place of Business:

750 MARYLAND ROUTE 3 SOUTH
SUITE 19
GAMBRILLS, MD 21054

Current Mailing Address:

750 MARYLAND ROUTE 3 SOUTH
SUITE 19
GAMBRILLS, MD 21054 US

FEI Number: 72-1547989

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

URS AGENTS, LLC
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: KATHY BUTLER

04/28/2021

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name WHEELER, FRANCIS
Address 750 MARYLAND ROUTE 3 SOUTH
 SUITE 19
City-State-Zip: GAMBRILLS MD 21054

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: FRANCIS WHEELER

MANAGER

04/28/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. RTS Water Solutions, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 9240 NW 63rd St. Suite 6	Requester's name and address (optional)
6 City, state, and ZIP code Parkville, MO 64152	
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
7	2		-	1	5	4	7	9	8	9	

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/26/2021
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Envocore - RTS Water Solutions, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: 
Francis Wheeler



CERTIFICATE OF ACHIEVEMENT

awarded to

Aubrey Smitherman

For completion of Neptune Meter School

November 6-7, 2018

Tallassee, AL

Brad Johnson, Senior Product Manager
Neptune Technology Group

16 Meter Training Hours Earned



Metering Unit Pricing Summary

Pembroke Pines, FL

9/22/2021

Bid Item Number	Scope of Work Description	Qty in Scope	Unit Material Price	Unit Labor Price	Total Unit Price	Extended Total Price
BB-01	Installation of Owner Furnished Meters	16,272	\$ -	\$ 36.91	\$ 36.91	\$ 600,599.52
BB-02	Furnish Single Meter Box (choose one from Specifications)	6,509	\$ 90.38	\$ -	\$ 90.38	\$ 588,283.42
BB-03	Install Single Meter Box (at the same time as the meter)	6,509	\$ -	\$ 37.88	\$ 37.88	\$ 246,560.92
BB-04	Furnish Double Meter Box (choose one from Specifications)	3,254	\$ 115.54	\$ -	\$ 115.54	\$ 375,967.16
BB-05	Install Double Meter Box (at the same time as the meters)	3,254	\$ -	\$ 79.97	\$ 79.97	\$ 260,222.38
BB-06	Furnish Dual Check Valve (Watts DuC or equal)	16,272	\$ 31.11	\$ -	\$ 31.11	\$ 506,221.92
BB-07	Dual Check Valve Installation (at the same time as meter)	16,272	\$ -	\$ 28.06	\$ 28.06	\$ 456,592.32
UP-01	Replace angle stop [EA]	1	\$ 166.85	\$ 42.30	\$ 209.15	\$ 209.15
UP-02	Repair or line break [EA]	1	\$ -	\$ 89.52	\$ 89.52	\$ 89.52
UP-03	Service Line Extension (relocate sidewalk meters to back of walk) [EA]	1	\$ -	\$ 137.19	\$ 137.19	\$ 137.19
UP-04	Sidewalk Replacement (5'x4', 4" thick) [EA]	1	\$ -	\$ 454.83	\$ 454.83	\$ 454.83
UP-05	Furnish Antenna Booster [EA]	1	\$ 17.78	\$ -	\$ 17.78	\$ 17.78
UP-06	Furnish single traffic bearing meter box and lid (tier 15 or greater, see section 01025)	1	\$ 120.83	\$ -	\$ 120.83	\$ 120.83
UP-07	Install single traffic bearing meter box and lid (see section 01025)	1	\$ -	\$ 37.88	\$ 37.88	\$ 37.88
UP-08	Furnish double traffic bearing meter box and lid (tier 15 or greater, see section 01025)	1	\$ 176.38	\$ -	\$ 176.38	\$ 176.38
UP-09	Install double traffic bearing meter box and lid (see section 01025)	1	\$ -	\$ 79.97	\$ 79.97	\$ 79.97
TOTAL TURNKEY IMPLEMENTATION PRICE						\$ 3,035,771.17



PROPOSAL #79784

Sunstate Meter & Supply, Inc.
 14001 W. Newberry Road
 Newberry FL 32669-2710
 Phone: 352 332-7106

ACCOUNT NO.	SALESMAN NO.
OPEN	10

B I L L	
T O	

S H I P	Envocore/RTS Water 750 MD Route 3 South Suite 19 Gambrills, MD 21054
T O	

USER	ORDER DATE	CUSTOMER P.O. NO.	SALES ORDER NO.	SHIPPING INSTRUCTIONS	
JAYM	09/21/21		79784	Allowed*****	
Quantity	UM	Part# / Description		Price	Amount
1	6,509	EA	DFW36F12AF3MFDEEPPM DFW 16X11 BLACK FLARED WALL METER BOX WITH ANTI FLOAT BLUE MAGNET LID WITH (1) KNOCKOUT "CITY OF PEMBROKE PINES"	\$81.35	\$529,507.15
2			Pallet Quantity 20		
3	3,254	EA	DFW39F12AF3MFDEEPPM DFW 16X14 BLACK FLARED WALL METER BOX WITH ANTI FLOAT BLUE MAGNET LID WITH (2) KNOCKOUTS "CITY OF PEMBROKE PINES"	\$104.00	\$338,416.00
4			Pallet Quantity 20		
5			Full Freight Allowed on 26 Complete Pallets Pricing Good Through Feb 2022 Lead Times are Minimum 8 weeks City Logo May or May not work due to intricacy. Block Letters would be substituted in that case. Box Description to be signed off on by the City These are NON RETURNABLE.		
6			Sales Tax may be slightly different depending on Broward County Tax Rate.		
REMIT PAYMENT TO: Sunstate Meter & Supply, Inc. 14001 W. Newberry Road Newberry FL 32669-2710			TERMS: Net 30 Days	SALE AMOUNT	\$867,923.15
				DISCOUNT	\$0.00
				TAX	\$54,245.20
				FREIGHT	\$0.00
				SUBTOTAL	\$922,168.35
				DEPOSIT	\$0.00
				TOTAL DUE	\$922,168.35

ALL FUNDS PAYABLE IN U.S. DOLLARS



PROPOSAL #79784

Sunstate Meter & Supply, Inc.
 14001 W. Newberry Road
 Newberry FL 32669-2710
 Phone: 352 332-7106

ACCOUNT NO.	SALESMAN NO.
OPEN	10

B I L L T O	
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S H I P T O	Envocore/RTS Water 750 MD Route 3 South Suite 19 Gambrills, MD 21054
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USER	ORDER DATE	CUSTOMER P.O. NO.	SALES ORDER NO.	SHIPPING INSTRUCTIONS
JAYM	09/21/21		79784	Allowed*****

This quotation is valid for thirty (30) days from September 21, 2021.

WORK ORDER ESTIMATE: \$922,168.35

Accepted by: _____ Date: _____

Print Name: _____ Title: _____

P.O. Number: _____

Street Address _____ Suite _____

City, State, Zip Code _____ Country _____

MasterCard Visa American Express Discover

Card Number: - - - Exp. /

Name on Card: _____

Cardholder's Signature: _____

Enter CVV2# (3 or 4 Number):	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Verification Number Locations (CVV2):	



ADDITIONAL REMARKS SCHEDULE

AGENCY McFarlin Insurance Agency, LLP		NAMED INSURED RTS Water Solutions, LLC 9240 NW 63rd St Ste 6 Parkville, MO 64152	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Policies

Installation Floater #QT-630-8R221355-TIL-21
2/11/21 to 2/11/22
\$3,000,000 Limit
Travelers

Excess Umbrella #ECO57957116
2/11/21 to 2/11/22
\$10,000,000 per occ/\$10,000,000 agg
Liberty Mutual