



AMENDED

**CITY OF CLERMONT
CITY COUNCIL MEETING
LOCATION: CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 25, 2022**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Class Presentation of MLK Speech

PROCLAMATION

Arbor Day

PUBLIC COMMENTS

REPORTS

Chairman Parks, Lake County Board of County Commissioners, District 2

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Piggyback City of Ormond Beach
Contract

Consider piggyback contract with
National Metering Services, Inc. to
install water meter boxes.

Item No. 2 - Piggyback Hillsborough County
Contract

Consider piggyback contract with
National Metering Services, Inc. for
installation of water meters and check
valves.

Item No. 3 - Piggyback Martin County Contract
and Budget Amendment

Consider piggyback contract with
Raftelis Financial Consultants, Inc. for
Utility Rate and Financial Consulting
Services for a water and wastewater
revenue sufficiency study first task
order in the estimated amount not to
exceed \$55,000 and budget amendment
to the water and sewer fund.

Item No. 4 - Task Order Approval

Consider task order with HALFF Civil
Engineering to evaluate the condition of
all city-maintained roads in the
budgeted amount of \$66,800 with
funding from the infrastructure fund.

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Item No. 5 - Bid Award and Budget Amendment

Consider bid award to Westbrook Service Corporation to provide replacement of two (2) HVAC units at City Hall Council Chambers, install ionization bars to five (5) units at City Hall and provide annual maintenance to five (5) units in the total amount of \$52,973 and a budget amendment in the amount of \$3,575 to the Infrastructure Fund.

Item No. 6 - Collective Bargaining Agreement and Budget Amendment

Consider the Collective Bargaining Agreement with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014 and a General Fund budget amendment in the amount of \$92,000.

Item No. 7 - Resolution No. 2022-002R

Consider requesting the Florida Department of Transportation to do an Intersection Control Evaluation.

UNFINISHED BUSINESS

Item No. 8 - Ordinance No. 2021-024 *Final The Vue*

Consider Small Scale Comprehensive Plan Amendment for 6.7 acres to change from Low Density Residential to Commercial.

Item No. 9 - Ordinance No. 2021-025 *Final The Vue Rezoning*

Consider amendment to Planned Unit Development Ord. 2017-24 on approximately 30 acres to allow multi-family units and include additional acreage for multi-family use.

Item No. 10 - Ordinance No. 2021-032 *Final Stillwell Clermont Rezoning - WITHDRAWN*

The applicant has withdrawn this item.

NEW BUSINESS

Item No. 11 - Resolution No. 2022-001R
Tidal Wave Carwash CUP

Consider Conditional Use Permit to allow for an automotive carwash facility on vacant property located on the southwest corner of State Road 50 and Miss Florida Avenue.

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Item No. 12 - Citizen Request

Charlene Forth made a request to address Council regarding downtown concerns.

Item No. 13 - Ordinance No. 2022-006 *Intro MSTU*

Consider the county-wide Municipal Service Taxing Unit to fund ambulance and emergency medical services for an additional one (1) year.

CLOSED SESSION

AT THIS TIME THE REGULAR COUNCIL MEETING SHALL BE IN RECESS SO THE COUNCIL CAN MEET IN A CLOSED LITIGATION SESSION.

Consideration for Approval of Settlement of Sprinkles v. City of Clermont litigation

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

PROCLAMATION

- Whereas,* in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- Whereas,* Arbor Day was observed in Florida on January 21, 2022 due to the winter dormancy of trees and the ease in planting and transplanting; and
- Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- Whereas,* trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and
- Whereas,* the City of Clermont wishes to acknowledge its commitment to the preservation of nature and its long established history as a Tree City USA by recognizing the celebration of Arbor Day;

Now, Therefore, I, Tim Murry, Mayor of the City of Clermont in the State of Florida, do hereby proclaim the 21st Day of January, Two Thousand and Twenty Two as:

FLORIDA ARBOR DAY

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Clermont to be affixed this 25th Day of January in the year Two Thousand and Twenty Two.

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Piggyback City of Ormond Beach Contract		
Requested Action		
Recommend to approve a piggyback contract number 2018-164 with the City of Ormond Beach with National Metering Services, Inc. to install water meter boxes.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from the City of Ormond Beach Contract Number 2018-164 titled Automatic Meter Reading Installation Project, to install water meter boxes . In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2212-008 to notify local vendors of the City's intent to utilize another governmental agency's contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The City of Ormond Beach contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 3-year agreement. Based on this, staff recommends that Council approve the piggyback of the City of Ormond Beach Contract Number 2018-164 1. This contract will allow the installation of water meter boxes through a competitive bid contract. The estimated annual usage of this contract is \$250,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department. Department: Water - 41533		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2212-008	RFI 2212-008.pdf	
2. Bid Tabulation	Bid Tabulation.pdf	
3. 2018-164 Ormond Beach	2018-164 Ormond Beach.pdf	



REQUEST FOR INFORMATION

Intent to Utilize City of Ormond Beach Contract for Automatic Meter Reading Installation Project

CONTACT INFORMATION:

Ramsey Jimenez, MPA

Senior Procurement Agent

EMAIL: rjimenez@clermtontfl.org

Phone: (352) 241-7350

RFI No. **2212-008**

ISSUED DATE: December 29, 2021

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: January 6, 2022 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services

(b) Company Information: National Metering Services, Inc.

(c) Contract Number and Title: RFP 2018-01 Automatic Meter Reading Installation Project

(d) Length of Contract: Three (3) years with max term of five (5) years.

(e) Product or Service Provided: Automatic meter reading installation

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



RFP Evaluation Summary

Project: Automatic Meter Reading Project

RFP Number: 2018-01

Date & Time: September 19, 2018 10:00am

The RFP's were scored on the following criteria:

Executive Summary (0 - 10 points)

Corporate Overview and Project Team (0-20 points)

Project Management Team (0-30 points)

Proposal Cost (0-30 points)

Required Forms (0-10 points)

Summary							
Firm	*Executive Summary (0-10 pts) *(maximum of 30 pts)	*Corp Overview and Project Team (0-20 pts) *(Maximum of 60 pts)	*Project Management Team (0-30 pts) *(maximum of 90 pts)	*Proposal Cost (0-30 pts) *(Maximum of 90pts)	Required Form (0- 10 pts) *(Maximum of 30 pts)	**Total	Rank
VanGuard Utility Service	27	49	77	65	30	248	2
Nation Metering Services	28	51	83	88	30	280	1

* Note that the total number in the criteria boxes are a total of all 3 members on committee.

** Note that the total is a combination of all criteria added together (maximum of 300 total).

Purchasing Coordinator

Robert Schaller



City of Ormond Beach
RFP TABULATION
Automatic Meter Reading Installation Project
RFP No. 2018-01

RFP Opening Date: September 12, 2018

Time: 2:00 P.M.

The Following Companies Submitted Proposals:

Vanguard Utility Services

National Metering Services

SEP12 18 2:00PM

Opened By: Robert Schattke

Title: Purchasing Coordinator

Tabulated By: Sam West

Title: Metrolink Supervisor



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Automatic Meter Reading Installation Project

RFP NUMBER: 2018-01

RFP OPENING DATE & TIME: 9/12/2018 at 2:00 PM

RFP OPENING LOCATION: City Hall Upstairs Conference Room

PRE-SUBMITTAL MEETING: 8/22/2018 at 11:00 AM, HR Conference Room

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____ FAX NUMBER: _____

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

GENERAL CONDITIONS

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of one hundred and twenty (120) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Proposer expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**LISA DAHME, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
LISA.DAHME@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

BID SECURITY: The awarded vendor will be required to provide a 5% bond prior to the execution of the contract.

LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.
- H. The Firm is responsible for obtaining all necessary permits as may be required by the State, City or County.

I. INTRODUCTION

The City of Ormond Beach requests proposals and pricing from professional services firms experienced in and capable of managing the City's system-wide deployment of Neptune E-Coder R900 automatic meter reading (AMR) technology to approximately 6,060 existing potable water meters over a five (5) year period. The City recognizes that a qualified professional services firm can efficiently expedite this system-wide deployment and, based upon the multiple components that must be installed, configured, and commissioned; the City intends to award one contract to one entity ("Firm") that will be responsible for every aspect of this deployment. **Responses to this document must be received by September 12, 2018 at 2:00 p.m.**

II. SCOPE OF SERVICES

- A. It is the City's intent to provide an open specification that is not so detailed that it limits available new AMR conversion solutions. As a result, the City has purposefully provided a general specification that encourages firms to propose the strengths of the deployment system they offer while still accommodating specific system requirements, preferences, and needs of the City.

- B. This is a five (5) year replacement project; each year of the project must be completed within one hundred and twenty (120) calendar days of the City's Notice to Proceed or renewal date and receipt of sufficient quantities of "Primary Equipment" to begin work. Additionally, the Firm must warranty its labor, materials, and installation for a minimum period of twelve (12) months from installation date.
- C. The City will be responsible for purchasing "Primary Equipment", defined as Neptune E-Coder R900 water meters, yoke service parts, transmitters, AMR modules, AMR infrastructure, meter boxes, and security seals. The City will be responsible for ordering, scheduling, handling, inventory, and storage of all "Primary Equipment". The Firm will be responsible for purchasing "Secondary Equipment", defined as miscellaneous fittings, pipe, valves, turf grass/sod, landscaping and other necessary materials, etc., required for a fully functional system. A storage area from 7:00 am to 2:30 pm, Monday through Friday will be available. The awarded firm must coordinate with City staff to gain access during this time.
- D. The City has included within the bid schedule a meter reimbursement field. In the event the City does not choose this route the Firm will return all removed meters as part of this project to the Meter Reader Supervisor, along with all proper documentation. The returned meters will be disposed of per the City's Surplus Property Disposal policies.
- E. The Firm will be responsible for mass media publicity and general notices to customers. The Firm will be responsible for shutting off the water to each meter service as well as notifying each customer of the shutoff and restored service. The Firm's team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of commercial customers (businesses, schools, hospitals, industrial, etc.) special efforts will be made to ensure minimum disruption to their water needs. The City shall approve in writing the text of all door hangers, notices and other written communications with customers.
- F. In the event the meter cannot be changed due to inaccessibility a door hanger with the installer contact number to make the arrangement for access will be left. The project manager must also be notified.
- G. The Firm shall propose detailed scheduling and installation procedures to the City for approval prior to commencing installations.
- H. Before, or at the time of installation, the Firm shall inspect the existing water meter setting, including piping and shut-off valves. If the Firm determines that conditions are such that damage to the existing piping would result, the project manager shall so inform the City, not attempt the installation until the site is inspected by an authorized City representative, and postpone installation at that site until the City authorizes the Firm to proceed with the work. The awarded vendor will restore the affected area to a condition as close as possible to the condition as it existed prior to installation and in conformance with standard City specifications.
- I. The Firm is responsible for any damages that occur within twenty-four (24) inches on either side of the meter resulting from its installation efforts. Any damages incurred within this twenty-four (24) inch area will be promptly repaired at the Firm's expense. The Firm is not liable for damages outside of this twenty-four (24) inch area, on either

side of the meter. In addition, and only with prior notice to the City, the Firm is not liable for any pre-existing conditions such as leaks, faulty workmanship from previous projects, or faulty existing materials.

- J. The Firm shall be responsible for replacing any meter, AMR unit, or appurtenances improperly set by its employees. The Firm shall correct any damage to couplings, threads, unions, or meters by use of improper tools or cross threading by an employee. The Firm shall be responsible for correcting any leaks at the valves, couplings, or service lines that could reasonably be attributed to the meter installation if reported by the City or its customers within the project period. The Firm is responsible for repairing any damage it causes to meter boxes and/or vaults that result from its installation efforts.
- K. Should the Firm receive a complaint from a customer regarding installation, the Firm shall immediately log the call, including caller's name, address, account number if available, date, and time of call, nature of problem, and the action taken. The City is to be notified immediately and a call log must be forwarded to the City bi-weekly.
- L. Before and after photos are required for any additional work outside of a standard meter change. Example: raised meter box, replace meter box, union to yoke system change out, etc. No separate payment will be made for this work without prior authorization from the City.
- M. The City utilizes Naviline for its Utility Billing system, however, a transition to Munis is underway. If the vendor has experience with the Munis financial system they are required to provide detailed information on creating and importing into this Enterprise Resource System.

III. STANDARD SEQUENCE OF OPERATIONS

- A. Verify address, meter number, and advise customer of work crew presence.
- B. Inform customer that their water supply will be shut off for the change out.
- C. Obtain photographs of existing conditions as required.
- D. Remove meter box lid and all soil and debris inside the meter box.
- E. Meter will be isolated from the up-stream line pressure by use of the inlet curb stop valve. If the curb stop does not exist or if the valve does not operate properly and the installation cannot be performed, the City will be notified to perform corrective action.
- F. Remove the meter and protect the entrance/exit piping from contamination. Plugs or caps from the new meter shall be installed on the meter that was removed.
- G. Discard old meter gaskets and install new meter and gaskets.
- H. Remove expanders from old meter and reuse on new meters. In the case the expander is damaged it must be replaced with new and notated on the work order.
- I. Expanders should not be over tightened. Please refer to attachment "C" for proper installation of these parts.
- J. In the event the current meter setup utilizes a union system, the union system would need to be removed and the installation of a new yoke system provided by the City would need to be installed to utilize an expander setup.
- K. In the event the new AMR transmitter and antenna protrudes through the lid of the meter box, to prevent damage to the AMR register the meter box must be raised.
- L. Before new meter is installed flush line with a flushing device.

- M. After new meter installation, open customer's hose bib. Then open the water supply slowly to avoid any surge or water hammer that might cause damage and flush service.
- N. Confirm there are no leaks in the meter box and close hose bib.
- O. Insure meter is working, showing that the reading is changing.
- P. Obtain photograph of new meter conditions as required.
- Q. Replace lid, remove debris, restore grassing/landscaping and leave customer's yard as it was found.
- R. Ensure the customer is aware that the work has been completed and the service has been restored through a door hanger stating as much.
If service/valve was previously in the off position once new AMR unit is installed leave service/valve in the off position. ****The service/valve cannot be turned on at any time, which includes testing of the new unit.****

IV. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. **The max term of this contract cannot exceed five (5) years.**

V. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

- A. Have successfully performed AMR conversions for a minimum of three (3) years under their current business entity name.
- B. Key personnel must have been actively involved in the development, management, and implementation of at least five (5) AMR conversion projects of 10,000 meters or more.
- C. Subject to the requirements of the State of Florida Administrative Code, Chapter 62-699, the City may require that at least one (1) key member of Firm's project staff possess a State of Florida FDEP Level 2 or higher Water Distribution System Operator License or a Class C or higher Water Treatment Plant Operator License. In addition, one (1) key member of each conversion field crew may be required to possess a State of Florida FDEP Level 3 or higher Water Distribution System Operator License or a Class C or higher Water Treatment Plant Operator License unless the conversion is being performed by a licensed State of Florida Underground Utility Contractor or Plumbing Contractor. These licenses shall apply if any water distribution system operation or maintenance activity may affect drinking water quality or quantity.
- D. 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.

VI. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Section 1 – Executive Summary

Provide a brief overview of your firm’s experience with similar AMR conversion projects and why your firm is best suited to serve the City of Ormond Beach’s system-wide deployment of Neptune E-Coder R900 automatic meter reading (AMR). Please also include the financial operating system of the entities in regards to these AMR conversion projects.

B. Section 2 – Corporate Overview and Project Team

Provide general information on your firm, the key employees that will be assigned to this project, and similar background information for any subcontractor(s) that your firm intends to utilize. Provide a list of no less than five (5) references in support of RFP criteria requirements, including full contact information and contact persons.

C. Section 3 – Project Management Plan

Provide a detailed overview of how your firm intends to manage this project, including ongoing communication with the City, progress reporting, public relations, problem resolution, quality assurance, and overall system commissioning. A deployment timeline and project schedule must be included. At a minimum, the City requires the following meter change-out data be captured and delivered: address, install date, size, previous reading of old meter, current reading of new meter, previous meter and register serial numbers, new meter and AMR register serial numbers, and new AMR transmitter serial number. The City will provide the awarded vendor a detailed listing of all addresses that will require meter replacement for that given year. The method of how this information is delivered will be included in the evaluation of the management plan. **The five (5) year breakdown for meter replacements is shown on Exhibit “B”.**

D. Section 4 – Proposal Cost

The Bid Form provided shall be fully completed for all items listed. Unit prices are to be all-inclusive of labor, materials, equipment, overhead/profit, and all other associated costs for the item. Prices quoted must be firm for a period of one hundred and twenty days (120) days from the proposal due date to allow sufficient time for examination of proposals, negotiations, and awarding of the contract. The City reserves the right to negotiate all pricing with the successful firm and to eliminate any proposal cost item(s) that is cost prohibitive to this project. **The Price Proposal is included in Exhibit “B”.**

E. Section 5 – Required Documents

The following completed documents must be provided with your proposal:

1. Proposer Acknowledgment Form, RFP response form, Conflict, Non-Conflict of Interest Statement litigation statement and the Drug-free workplace certification
2. AMR-related litigation, contract non-compliance, or contract non-performance disclosure certification.
3. Professional licenses held and/or which could reasonably be required by this project.

F. Additional Items to Note

1. A map detailing each of the five phases is provided as attachment “B” (please note, this is subject to change)

2. Primary equipment is defined as yoke bars, valves, gaskets, expanders and meter boxes.
3. Secondary equipment is defined as miscellaneous fittings, pipe, turf/sod and other necessary materials required for a fully functional system.
4. Sand and dirt removed from the meter boxes must be spread evenly to avoid damaging customer's lawn.
5. The City requires the new meter information be sent electronically in excel format.
6. Most of the meter scheduled to be changed out have been marked with blue paint. The paint will be near the street in line with where the meter is.
7. This contract is to be completed in 5 phases.
8. The firm will bill the City for actual work completed on a weekly, bi-weekly, or monthly basis as proposed by the firm in their RFP submittal.
9. A listing and map detailing the addresses will be provided to the awarded firm each year.
10. The existing touch pads attached to the meter lids are not to be removed.
11. If a radio read meter is already installed at the location given, the meter is not to be changed out and noted that one was previously installed.
12. All meter scheduled to be replaced are Neptune touch read meters.
13. The target start date to the awarded firm is November.
14. All of our water meters have a GPS location.
15. No holes are needed in the meter box lids.
16. All types of service lines are possible. i.e. pvc, copper, galvanized.

Please be sure to incorporate the MIMIMUM QUALIFICATIONS in PROPOSAL PROCESS.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: Robert.Schattie@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than **September 12, 2018 at 2:00 p.m.**

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Robert Schattie
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Robert.Schattie@ormondbeach.org

Last Day for questions is: September 5, 2018 at 5PM

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City of must receive one (1) unbound original, (1) one electronic copy (CD, thumb drive), and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Robert Schattie, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 120 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the three (3) staff members. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Section 1:	Executive Summary	10
Section 2:	Corporate Overview and Project Team	20
Section 3:	Project Management Plan	30
Section 4:	Proposal Cost	30
Section 5:	Required Forms	10

The City reserves the following rights:

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.
- Request that Proposer(s) furnish additional information as the City may reasonably require.
- Process the selection of the successful Proposer without further discussion.
- Accept or reject qualifications or proposals in part or whole.
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.
- The City shall be the sole judge of the proposer's qualifications.

**City of Ormond Beach
Request for Proposals (RFP)
Automatic Meter Reading Installation Project
(RFP No. 2018-01)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from

bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: _____

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

SUBMITTER'S NAME: _____

(Typed or Printed in Ink)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____ hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Automatic Meter Reading Installation Project
(RFP No. 2018-01)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- [] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- [] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- [] The undersigned firm has had no litigation on any project in the last five (5) years.
- [] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

City of Ormond Beach
Request for Proposals (RFP)
Automatic Meter Reading Installation Project
(RFP No. 2018-01)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR “TIE” SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions 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.

Company Name

Authorized Signature

Print Name

Title

I. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

Exhibit “A” Risk Management and Insurance Requirements

Exhibit “B” Price Sheet and Five (5) Year Replacement Schedule

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR’S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers’ Comp (or State Workers’ Comp Exemption form).

Application Fee: \$25.00, for more information, contact the City’s Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the

Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any

of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors

- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT B

Five (5) Year Replacement Schedule

NOTE: Existing meter inventory counts are based upon best available active and inactive utility billing record data and may differ from actual system totals. Final compensation shall be based upon the actual number of meters replaced and/or work completed.

FY 2018-19			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1191		
Replace 1" TR with new AMR meter	11		
Total Meters	1202		
FY 2019-20			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1177		
Replace 1" TR with new AMR meter	9		
Total Meters	1186		
FY 2020-21			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1160		
Replace 1" TR with new AMR meter	37		
Total Meters	1197		
FY 2021-22			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1233		
Replace 1" TR with new AMR meter	3		
Total Meters	1236		
FY 2022-23			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1235		
Replace 1" TR with new AMR meter	4		
Total Meters	1239		
Total Meters Sub Total:	6,060		

NOTE: Below are additional services over the City 5 year plan (not each year) of this project that may be needed. The numbers provided are estimates only and are subject to change.

Items of Work	Quantity	Unit Price	Total Price
Removal and replacement of turf grass/sod, including temporary patches)per square yard) estimated area	250		\$
Install new meter box with lid when replacing meter(each)	200		\$
Raise meter box (AMR meter and antenna protrusion)(each)	20		\$
Replace or install new curb stop when replacing meter, if needed (5/8"-1") (each)	50		\$
Meter change out services from a union to a yoke system that utilizes an expander setup	200		\$
Reset Meter Box (City side valve is obstructed Or any obstructions in order to replace meter)	350		\$
Lowering Services (Occurs when the meter protrudes meter lid and meter would then exceed ground level)	5		\$
Additional trip charge to replace a meter that was inaccessible due to locked gates (residential) (each)	30		\$
Sub Total:			\$

Total Proposal:_____

Meter Reimbursement (Per meter)	Unit Price
5/8"	\$
1"	\$

RESOLUTION NO. 2018-164

A RESOLUTION ACCEPTING THE PROPOSAL OF NATIONAL METERING SERVICES, INC., REGARDING THE CITYWIDE AUTOMATIC METER READING INSTALLATION PROJECT; AUTHORIZING THE EXECUTION OF AN AGREEMENT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for the Citywide automatic meter reading installation project (the Project) (City RFP No. 2018-01), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's professional staff evaluated the two (2) proposals received and determined that the most advantageous proposal for the City is the proposal submitted by National Metering Services, Inc., a foreign corporation authorized to do business in the State of Florida, a copy of the proposal being incorporated in the agreement which is attached hereto as Exhibit "A" and incorporated herein by reference, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of National Metering Services, Inc., now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of National Metering Services, Inc. for the installation of new automatic meters throughout the City is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement with National Metering Services, Inc. attached hereto as Exhibit "B" and incorporated herein by reference regarding the aforescribed Project.

SECTION THREE. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with National Metering Services, Inc.

SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of November, 2018.

BILL PARTINGTON
Mayor

ATTEST:

LISA DAHME
City Clerk

National Metering SERVICES, INC.

163 Schuyler Avenue
P.O. Box 491
Kearny, New Jersey, 07032
1-888-448-0009
www.nmsnj.com

EXHIBIT "A"
TO RESOLUTION
CONSISTING OF
102 PAGES

Automatic Meter Reading Installation Project **RFP Number: 2018-01**

Prepared for:



City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

❖ Statement of Work

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

Due: September 12, 2018 2:00 PM -- City Hall Upstairs Conference Room

BID FORMS
REQUEST FOR PROPOSALS



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Automatic Meter Reading Installation Project

RFP NUMBER: 2018-01

RFP OPENING DATE & TIME: 9/12/2018 at 2:00 PM

RFP OPENING LOCATION: City Hall Upstairs Conference Room

PRE-SUBMITTAL MEETING: 8/22/2018 at 11:00 AM, HR Conference Room

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: National Metering Services, Inc.

PROPOSER'S MAILING ADDRESS: 163 Schuyler Avenue Box 491

CITY-STATE-ZIP: Kearny, NJ 07032

F.E.I.N.: 22-3392696

PHONE NUMBER: 1-888-448-0009 FAX NUMBER: 201-246-1831

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

[Signature]
AUTHORIZED SIGNATURE (MANUAL)

William Castle

NAME (TYPED)

President

TITLE

August 27, 2018

DATED

GENERAL CONDITIONS

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or 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.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of one hundred and twenty (120) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase or Agreement.

LIABILITY: The Contractor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the Contractor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Proposer expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**LISA DAHME, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
LISA.DAHME@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

BID SECURITY: The awarded vendor will be required to provide a 5% bond prior to the execution of the contract.

LIQUIDATED DAMAGES: OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of the agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.
- H. The Firm is responsible for obtaining all necessary permits as may be required by the State, City or County.

I. INTRODUCTION

The City of Ormond Beach requests proposals and pricing from professional services firms experienced in and capable of managing the City's system-wide deployment of Neptune E-Coder R900 automatic meter reading (AMR) technology to approximately 6,060 existing potable water meters over a five (5) year period. The City recognizes that a qualified professional services firm can efficiently expedite this system-wide deployment and, based upon the multiple components that must be installed, configured, and commissioned; the City intends to award one contract to one entity ("Firm") that will be responsible for every aspect of this deployment. **Responses to this document must be received by September 12, 2018 at 2:00 p.m.**

II. SCOPE OF SERVICES

- A. It is the City's intent to provide an open specification that is not so detailed that it limits available new AMR conversion solutions. As a result, the City has purposefully provided a general specification that encourages firms to propose the strengths of the deployment system they offer while still accommodating specific system requirements, preferences, and needs of the City.

- B. This is a five (5) year replacement project; each year of the project must be completed within one hundred and twenty (120) calendar days of the City's Notice to Proceed or renewal date and receipt of sufficient quantities of "Primary Equipment" to begin work. Additionally, the Firm must warranty its labor, materials, and installation for a minimum period of twelve (12) months from installation date.
- C. The City will be responsible for purchasing "Primary Equipment", defined as Neptune E-Coder R900 water meters, yoke service parts, transmitters, AMR modules, AMR infrastructure, meter boxes, and security seals. The City will be responsible for ordering, scheduling, handling, inventory, and storage of all "Primary Equipment". The Firm will be responsible for purchasing "Secondary Equipment", defined as miscellaneous fittings, pipe, valves, turf grass/sod, landscaping and other necessary materials, etc., required for a fully functional system. A storage area from 7:00 am to 2:30 pm, Monday through Friday will be available. The awarded firm must coordinate with City staff to gain access during this time.
- D. The City has included within the bid schedule a meter reimbursement field. In the event the City does not choose this route the Firm will return all removed meters as part of this project to the Meter Reader Supervisor, along with all proper documentation. The returned meters will be disposed of per the City's Surplus Property Disposal policies.
- E. The Firm will be responsible for mass media publicity and general notices to customers. The Firm will be responsible for shutting off the water to each meter service as well as notifying each customer of the shutoff and restored service. The Firm's team will knock on the doors of residential customers as well as leave notifications on their doors. In the case of commercial customers (businesses, schools, hospitals, industrial, etc.) special efforts will be made to ensure minimum disruption to their water needs. The City shall approve in writing the text of all door hangers, notices and other written communications with customers.
- F. In the event the meter cannot be changed due to inaccessibility a door hanger with the installer contact number to make the arrangement for access will be left. The project manager must also be notified.
- G. The Firm shall propose detailed scheduling and installation procedures to the City for approval prior to commencing installations.
- H. Before, or at the time of installation, the Firm shall inspect the existing water meter setting, including piping and shut-off valves. If the Firm determines that conditions are such that damage to the existing piping would result, the project manager shall so inform the City, not attempt the installation until the site is inspected by an authorized City representative, and postpone installation at that site until the City authorizes the Firm to proceed with the work. The awarded vendor will restore the affected area to a condition as close as possible to the condition as it existed prior to installation and in conformance with standard City specifications.
- I. The Firm is responsible for any damages that occur within twenty-four (24) inches on either side of the meter resulting from its installation efforts. Any damages incurred within this twenty-four (24) inch area will be promptly repaired at the Firm's expense. The Firm is not liable for damages outside of this twenty-four (24) inch area, on either

side of the meter. In addition, and only with prior notice to the City, the Firm is not liable for any pre-existing conditions such as leaks, faulty workmanship from previous projects, or faulty existing materials.

- J. The Firm shall be responsible for replacing any meter, AMR unit, or appurtenances improperly set by its employees. The Firm shall correct any damage to couplings, threads, unions, or meters by use of improper tools or cross threading by an employee. The Firm shall be responsible for correcting any leaks at the valves, couplings, or service lines that could reasonably be attributed to the meter installation if reported by the City or its customers within the project period. The Firm is responsible for repairing any damage it causes to meter boxes and/or vaults that result from its installation efforts.
- K. Should the Firm receive a complaint from a customer regarding installation, the Firm shall immediately log the call, including caller's name, address, account number if available, date, and time of call, nature of problem, and the action taken. The City is to be notified immediately and a call log must be forwarded to the City bi-weekly.
- L. Before and after photos are required for any additional work outside of a standard meter change. Example: raised meter box, replace meter box, union to yoke system change out, etc. No separate payment will be made for this work without prior authorization from the City.
- M. The City utilizes Naviline for its Utility Billing system, however, a transition to Munis is underway. If the vendor has experience with the Munis financial system they are required to provide detailed information on creating and importing into this Enterprise Resource System.

III. STANDARD SEQUENCE OF OPERATIONS

- A. Verify address, meter number, and advise customer of work crew presence.
- B. Inform customer that their water supply will be shut off for the change out.
- C. Obtain photographs of existing conditions as required.
- D. Remove meter box lid and all soil and debris inside the meter box.
- E. Meter will be isolated from the up-stream line pressure by use of the inlet curb stop valve. If the curb stop does not exist or if the valve does not operate properly and the installation cannot be performed, the City will be notified to perform corrective action.
- F. Remove the meter and protect the entrance/exit piping from contamination. Plugs or caps from the new meter shall be installed on the meter that was removed.
- G. Discard old meter gaskets and install new meter and gaskets.
- H. Remove expanders from old meter and reuse on new meters. In the case the expander is damaged it must be replaced with new and notated on the work order.
- I. Expanders should not be over tightened. Please refer to attachment "C" for proper installation of these parts.
- J. In the event the current meter setup utilizes a union system, the union system would need to be removed and the installation of a new yoke system provided by the City would need to be installed to utilize an expander setup.
- K. In the event the new AMR transmitter and antenna protrudes through the lid of the meter box, to prevent damage to the AMR register the meter box must be raised.
- L. Before new meter is installed flush line with a flushing device.

- M. After new meter installation, open customer's hose bib. Then open the water supply slowly to avoid any surge or water hammer that might cause damage and flush service.
- N. Confirm there are no leaks in the meter box and close hose bib.
- O. Insure meter is working, showing that the reading is changing.
- P. Obtain photograph of new meter conditions as required.
- Q. Replace lid, remove debris, restore grassing/landscaping and leave customer's yard as it was found.
- R. Ensure the customer is aware that the work has been completed and the service has been restored through a door hanger stating as much.
If service/valve was previously in the off position once new AMR unit is installed leave service/valve in the off position. ****The service/valve cannot be turned on at any time, which includes testing of the new unit.****

IV. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. **The max term of this contract cannot exceed five (5) years.**

V. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

- A. Have successfully performed AMR conversions for a minimum of three (3) years under their current business entity name.
- B. Key personnel must have been actively involved in the development, management, and implementation of at least five (5) AMR conversion projects of 10,000 meters or more.
- C. Subject to the requirements of the State of Florida Administrative Code, Chapter 62-699, the City may require that at least one (1) key member of Firm's project staff possess a State of Florida FDEP Level 2 or higher Water Distribution System Operator License or a Class C or higher Water Treatment Plant Operator License. In addition, one (1) key member of each conversion field crew may be required to possess a State of Florida FDEP Level 3 or higher Water Distribution System Operator License or a Class C or higher Water Treatment Plant Operator License unless the conversion is being performed by a licensed State of Florida Underground Utility Contractor or Plumbing Contractor. These licenses shall apply if any water distribution system operation or maintenance activity may affect drinking water quality or quantity.
- D. 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.

VI. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Section 1 – Executive Summary

Provide a brief overview of your firm's experience with similar AMR conversion projects and why your firm is best suited to serve the City of Ormond Beach's system-wide deployment of Neptune E-Coder R900 automatic meter reading (AMR). Please also include the financial operating system of the entities in regards to these AMR conversion projects.

B. Section 2 – Corporate Overview and Project Team

Provide general information on your firm, the key employees that will be assigned to this project, and similar background information for any subcontractor(s) that your firm intends to utilize. Provide a list of no less than five (5) references in support of RFP criteria requirements, including full contact information and contact persons.

C. Section 3 – Project Management Plan

Provide a detailed overview of how your firm intends to manage this project, including ongoing communication with the City, progress reporting, public relations, problem resolution, quality assurance, and overall system commissioning. A deployment timeline and project schedule must be included. At a minimum, the City requires the following meter change-out data be captured and delivered: address, install date, size, previous reading of old meter, current reading of new meter, previous meter and register serial numbers, new meter and AMR register serial numbers, and new AMR transmitter serial number. The City will provide the awarded vendor a detailed listing of all addresses that will require meter replacement for that given year. The method of how this information is delivered will be included in the evaluation of the management plan. **The five (5) year breakdown for meter replacements is shown on Exhibit "B".**

D. Section 4 – Proposal Cost

The Bid Form provided shall be fully completed for all items listed. Unit prices are to be all-inclusive of labor, materials, equipment, overhead/profit, and all other associated costs for the item. Prices quoted must be firm for a period of one hundred and twenty days (120) days from the proposal due date to allow sufficient time for examination of proposals, negotiations, and awarding of the contract. The City reserves the right to negotiate all pricing with the successful firm and to eliminate any proposal cost item(s) that is cost prohibitive to this project. **The Price Proposal is included in Exhibit "B".**

E. Section 5 – Required Documents

The following completed documents must be provided with your proposal:

1. Proposer Acknowledgment Form, RFP response form, Conflict, Non-Conflict of Interest Statement litigation statement and the Drug-free workplace certification
2. AMR-related litigation, contract non-compliance, or contract non-performance disclosure certification.
3. Professional licenses held and/or which could reasonably be required by this project.

F. Additional Items to Note

1. A map detailing each of the five phases is provided as attachment "B" (please note, this is subject to change)

2. Primary equipment is defined as yoke bars, valves, gaskets, expanders and meter boxes.
3. Secondary equipment is defined as miscellaneous fittings, pipe, turf/sod and other necessary materials required for a fully functional system.
4. Sand and dirt removed from the meter boxes must be spread evenly to avoid damaging customer's lawn.
5. The City requires the new meter information be sent electronically in excel format.
6. Most of the meter scheduled to be changed out have been marked with blue paint. The paint will be near the street in line with where the meter is.
7. This contract is to be completed in 5 phases.
8. The firm will bill the City for actual work completed on a weekly, bi-weekly, or monthly basis as proposed by the firm in their RFP submittal.
9. A listing and map detailing the addresses will be provided to the awarded firm each year.
10. The existing touch pads attached to the meter lids are not to be removed.
11. If a radio read meter is already installed at the location given, the meter is not to be changed out and noted that one was previously installed.
12. All meter scheduled to be replaced are Neptune touch read meters.
13. The target start date to the awarded firm is November.
14. All of our water meters have a GPS location.
15. No holes are needed in the meter box lids.
16. All types of service lines are possible. i.e. pvc, copper, galvanized.

Please be sure to incorporate the MINIMUM QUALIFICATIONS in PROPOSAL PROCESS.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: Robert.Schattie@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than **September 12, 2018 at 2:00 p.m.**

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Robert Schattie
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Robert.Schattie@ormondbeach.org

Last Day for questions is: September 5, 2018 at 5PM

Signature Requirements: Proposals must be signed by a duly authorized official(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.

Proposal Delivery: The City of must receive one (1) unbound original, (1) one electronic copy (CD, thumb drive), and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Robert Schattie, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 120 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the three (3) staff members. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Section 1:	Executive Summary	10
Section 2:	Corporate Overview and Project Team	20
Section 3:	Project Management Plan	30
Section 4:	Proposal Cost	30
Section 5:	Required Forms	10

The City reserves the following rights:

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible Proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposer(s) prior to selection.
- Request that Proposer(s) furnish additional information as the City may reasonably require.
- Process the selection of the successful Proposer without further discussion.
- Accept or reject qualifications or proposals in part or whole.
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.
- The City shall be the sole judge of the proposer's qualifications.

**City of Ormond Beach
Request for Proposals (RFP)
Automatic Meter Reading Installation Project
(RFP No. 2018-01)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

NONE

Receipt of all of which is hereby acknowledged.

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from

bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: National Metering Services, Inc

VENDOR/CONTRACTOR LICENSE NUMBER: CUC 1224998

ADDRESS: 163 Schuyler Avenue, Box 491 Kearny NJ 07032

PHONE NO.: 201-246-1115 FAX NO.: 201-246-1831

SUBMITTER'S NAME: William Castle
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, William Castle hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Automatic Meter Reading Installation Project
(RFP No. 2018-01)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned firm has had no litigation on any project in the last five (5) years.
- ☐ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

National Metering Services, Inc

COMPANY NAME



AUTHORIZED SIGNATURE

William Castle

NAME (PRINT OR TYPE)

President

TITLE

9/7/18

DATE

City of Ormond Beach
Request for Proposals (RFP)
Automatic Meter Reading Installation Project
(RFP No. 2018-01)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 violation.
- 3) Give each employee that engages 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) calendar days after such conviction.
- 5) Impose sanctions 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.

National Metering Services, Inc

Company Name

President

Authorized Signature

William Castle

Print Name

President

Title

I. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

Exhibit "A" Risk Management and Insurance Requirements

Exhibit "B" Price Sheet and Five (5) Year Replacement Schedule

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00, for more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the

Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.

8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

Page 20 of 28

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any

of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident
\$100,000. Each Employee Bodily Injury by Disease
\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors

- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.



PRICING



EXHIBIT B

Five (5) Year Replacement Schedule

NOTE: Existing meter inventory counts are based upon best available active and inactive utility billing record data and may differ from actual system totals. Final compensation shall be based upon the actual number of meters replaced and/or work completed.

FY 2018-19			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1191	\$32.50	\$38,707.50
Replace 1" TR with new AMR meter	11	\$35.00	\$ 385.00
Total Meters	1202		\$39,092.50
FY 2019-20			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1177	\$32.50	\$38,252.50
Replace 1" TR with new AMR meter	9	\$35.00	\$ 315.00
Total Meters	1186		\$38,567.50
FY 2020-21			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1160	\$36.00	\$41,460.00
Replace 1" TR with new AMR meter	37	\$38.00	\$ 1,406.00
Total Meters	1197		\$42,866.00
FY 2021-22			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1233	\$36.00	\$44,388.00
Replace 1" TR with new AMR meter	3	\$38.00	\$ 114.00
Total Meters	1236		\$44,502.00
FY 2022-23			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1235	\$36.00	\$44,460.00
Replace 1" TR with new AMR meter	4	\$38.00	\$ 152.00
Total Meters	1239		\$44,612.00
Total Meters Sub Total:	6,060		

NOTE: Below are additional services over the City 5 year plan (not each year) of this project that may be needed. The numbers provided are estimates only and are subject to change.

Items of Work	Quantity	Unit Price	Total Price
Removal and replacement of turf grass/sod, including temporary patches)per square yard) estimated area	250	\$3.00	\$ 750.00
Install new meter box with lid when replacing meter(each)	200	\$15.00	\$ 3,000.00
Raise meter box (AMR meter and antenna protrusion)(each)	20	\$10.00	\$ 200.00
Replace or install new curb stop when replacing meter, if needed (5/8"-1") (each)	50	\$75.00	\$ 3,750.00
Meter change out services from a union to a yoke system that utilizes an expander setup	200	\$40.00	\$ 8,000.00
Reset Meter Box (City side valve is obstructed Or any obstructions in order to replace meter)	350	\$6.00	\$ 2,100.00
Lowering Services (Occurs when the meter protrudes meter lid and meter would then exceed ground level)	5	\$65.00	325.00 \$
Additional trip charge to replace a meter that was inaccessible due to locked gates (residential) (each)	30	\$8.00	\$ 240.00
Sub Total:			\$ 228,005.00

Total Proposal: Two Hundred, Twenty Eight Thousand, Five Dollars Zero Cents

Meter Reimbursement (Per meter)	Unit Price
5/8"	\$ (3.00)
1"	\$ (4.25)



FLORIDA
LICENSE



Data Contained In Search Results Is Current As Of 08/30/2018 04:47 PM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Underground Utility and Excavation Contractor	<u>NATIONAL METERING SERVICES, INC.</u>	DBA	CUC1224998 Cert. Under	Current, Active 08/31/2020
	License Location Address*:	163 SCHUYLER AVE KEARNY, NJ 07032		
	Main Address*:	25068 TIMBERLAKE DR FORT MILL, SC 29708		
	Mailing Address*:	25068 TIMBERLAKE DR, FORT MILL, SC 29708		
Construction Business Information	<u>NATIONAL METERING SERVICES, INC.</u>	Primary	Business Info	Current
	License Location Address*:	163 SCHUYLER AVE KEARNY, NJ 07032		
	Main Address*:	PO BOX 491 KEARNY, NJ 07032		

Back

New Search

» denotes

Main Address - This address is the Primary Address on file

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the license location addresses)

Main 3: (License Location addresses)

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 b. o. Customer Contact Center Customer Contact Center Fax #904.991.4444

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1. The first two main components are public and private law and are part of the same legal system. Public law is the law that governs the relationship between the state and its citizens. It includes constitutional law, administrative law, and tax law. Private law is the law that governs the relationship between individuals and organizations. It includes contract law, tort law, and property law. The third component is the law of the state, which is the law that governs the relationship between the state and other states. It includes international law and the law of the sea.



PROPOSAL



EXECUTIVE SUMMARY

Executive Summary

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

NMS is a Preferred Installation Contractor for Neptune Technology Group, Suez NA and American Water.

Company Overview and AMI Experience

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

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

National Metering Services, Inc. is currently partnered with Northrop Grumman as a sub contractor to supply & install 150,000 + gas and water meters for the City of Corpus

Christi TX. In addition to the NGC partnership, NMS' skills and resources were tapped by NGC's IT division to install and deploy the city's 147 square mile Wi-Fi system.

National Metering Services, Inc. maintains a staff 100 service professionals and support staff on several projects throughout the United States. Permanent offices are in Kearny, New Jersey, Elmsford NY, Daytona FL, Hollywood MD and Webster, Texas.

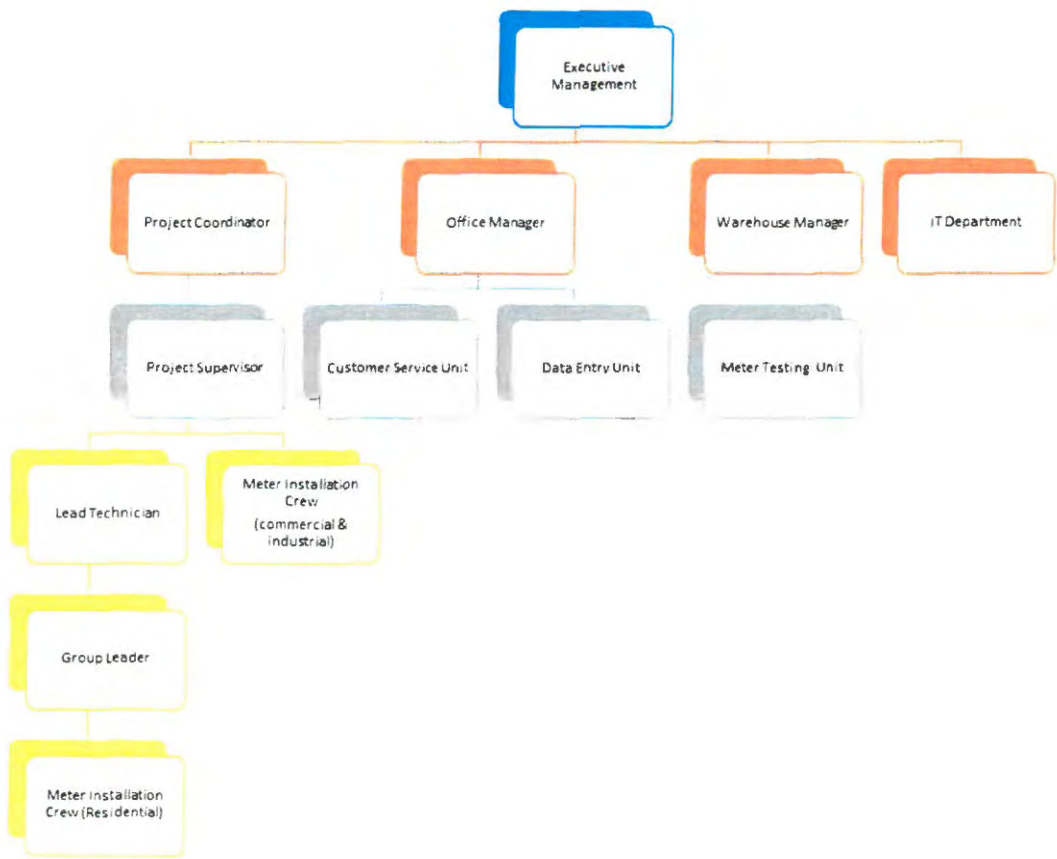
Seeing demand for our AMR systems knowledge and meter installation and testing services, National Metering Services, Inc. opened an Office in Krakow, Poland. NMS Europe will supply, install and support Smart Metering Systems for Utilities in Poland and other Eastern European Countries.

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

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

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

Proposed Organizational Chart



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

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

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

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

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

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

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

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

William Castle
156 West Newell Ave
Rutherford, New Jersey 07070

PROFESSIONAL HIGHLIGHTS

Jun 1997- Current	National Metering Services, Inc. Principal/President • Responsible for Operations • Make presentations before City councils. • Responsible for Bid Responses. • Manage Larger projects.	Kearny, NJ
Jul 1989- Jun 1997	Automated Metering Services, Inc. Vice President/General Manager • Project manager for Newark, NJ meter installation project 93-96. • Responsible for bidding projects and job preparation. • Liaison between City and company management • Attended monthly project meetings with City personnel	Ramsey, NJ
May 1986- Jun 1989	Castle Installation Co. Repair Technician/Manager • Small meter installation manager. • Assigned workloads to meter crews. • Responsible for HOMER system for Hackensack Water Co. (Now United Water Resources) • Managed crews for installation of over 100,000 meters in the HOMER project.	Jersey CITY, NJ

PROJECTS MANAGED

(Partial List)

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

METER & INSTALLATION QUALIFICATIONS

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

Peter H. Martin, P.E.

301 Horton Grove Rd.,
Fort Mill, SC 29715

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

PROFESSIONAL EXPERIENCE:

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

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

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

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

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

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

1995-1999 MIDDLESEX WATER CO., Iselin, NJ

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

1975-1980 TEXACO, INC., Westville, NJ

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

EDUCATION AND LICENSES:

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

Thomas Mitchell

24 Malibu Drive
Eatontown, N.J 07724

PROFESSIONAL HIGHLIGHTS

Jul 2005 Current	National Metering Services, Inc. Southern District Project Manager • Project Manager for the first full scale Sensus fixed network. • Lead tech Large meters in Corpus Christi TX. • Managed several large installation contracts in Florida. • Attended monthly project meetings with city personnel	Kearny, NJ
Mar 1986- Jul 2005	TJM Builders. Owner • New construction builder. • Assigned workloads to sub contractors. • Installed pre-fabricated houses. • Managed a total of eight full time employees.	Lincroft, NJ
Sep 1980- Mar 1986	Jersey Central Power & Light. Lead Technician • Responsible for creating dept. of five employees. • Advisor to the NRC three Mile Island. • Calibration of Radiation detection equipment. • Attended monthly planning meetings with upper management	Oyster Creek
Feb 1978- Jun 1980	I.B.M Electro-mechanical • Repaired Electronics, Hydraulics & Pneumatics. • Repaired Control Systems. • Attended school.	Fishkill, N.Y

EDUCATION

1974 -1978	Christian Brothers Academy High School	Lincroft, N.J
Sep 1976- Jun 1978	Devry Technical School. Electronics • Electronics Degree	Woodbridge, N.J

STEPHEN A. SANZARI

2180 Center Avenue, Apt 2E

Fort Lee NJ 07024

(201) 592-0752

Sanz1353@aol.com

Cell # 201-755-4382

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

FIELDS OF EXPERTISE

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

EXPERIENCE

- Ongoing-Project Manager for large meter replacements for United Water New York. Replacing 3" thru 8" water meters. 60 meters each year.
- Ongoing- Project Manager for water meter upgrade project for United Water New Rochelle. Installing 5000 R900 endpoints
- Ongoing- Replacing 7000 small water meters for United Water New York.
- 2014 – Present. Project Coordinator for Greenburg NY meter replacement project. 10,000-meter replacements 5/8 thru 10" installing the Neptune R450 Fixed Network System along with Collectors.
- 2013-2014 Project Manager for United Water Bayonne. Replacing 12,000 meters and installing the Aclara Fixed Network meter reading system.
- 2012 – Present Vice President of National Metering Services Inc.
- 2008-2010 Manager – Meter department of United Water New Jersey.
- 2004- 2007 Supervisor HOMER; United Water New Jersey. Hackensack, NJ
Responsible for replacement of failing HOMER meter reading system with Neptune R900 RF system Installed 126,287 RF's; Replaced 99,714 water meters. 5/8 thru 8"
Managed replacement of aged meters 3" and larger for Hoboken Water Services.
- 1993-2004 Project Manager United Metering

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

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

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

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

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

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

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

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

Ridgewood, NJ – 1997-1998
Project Manager for 20,000-meter replacements. Included the installation of an automatic meter reading system. Responsible for 12 installers and 1 foreman and 2 office clerks. Worked closely with local utility and governing officials to achieve maximum completion.

Deptford, NJ – 1998-1999
Project Manager for 7,000-meter replacements including meter relocations from outside pit to inside the building. Work included the installation of an automatic reading system as well as radio read (RF). Responsible for 10 installers and 1 foreman. Worked closely with the local utility to achieve maximum completion.

Garfield, NJ – 1999-2000
Project Manager for 6,000-meter replacements including 5/8" to 4" meters. Responsible for 10 installers and 1 foreman. Worked closely with local utility and city engineer to achieve maximum completion.

Wall Township, NJ – 1999-2000
Project Manager for the meter reading of 9,000 accounts for United Water New Jersey. Meters were read each quarter with Schlumberger Hand Held Units and then uploaded to customer service for billing. Responsible for 4-meter readers.

United Water Toms River, NJ – 1998-2002
Project Manager for the annual replacement of 4,000 meters ranging from 5/8" to 2". Replaced Rockwell meters with Neptune ProRead.

United Water Jersey City, NJ – 2000-2004
Project Manager for meter replacement of over 24,000 5/8"-10" meters and remotes. Worked closely with JCMUA and UWJC.

PROFESSIONAL AFFILIATIONS:

South Jersey Water Superintendents Association

REGISTRATIONS AND CERTIFICATIONS:

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

EDUCATION:

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

Kelly B. Dever

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

QUALIFICATIONS:

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

EDUCATION:

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

EMPLOYMENT:

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

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

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

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

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

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

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

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

1993-1994 - Browning Ferris Industries
Dispatcher
Gainesville, FL

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

References available upon request.

Managing the Contract

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

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

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

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

Customer service hours are Monday through Friday 9:00 am to 5:00 pm. Installation hours are Monday through Friday 8:00 am to 5:00 pm.

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

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

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

National Metering Services, Inc. will use its regional office located in Daytona Beach, Florida for additional support of a local project office.

AMR RF Unit Installation Procedure

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

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

Account No. _____

Name: _____

Address: _____

Old Meter No. _____ New Meter No. _____

Out Read _____ Remote # _____

Remote Loc. _____ Set Reading _____

Meter Size _____ M.I.U. # _____

Remarks: _____

Install Date _____ Installer I.D. _____

Meter Change Order
1-888-445-0099
Meter Change Card Courtesy of National Metering Services, Inc.

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

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

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

Account No. _____

Name: _____

Address: _____

Old Meter No. _____ New Meter No. _____

Out Read: _____ Remote # _____

Remote Loc. _____ Set Reading _____

Meter Size _____ M.I.U. # _____

Remarks: _____

Install Date: _____ Installer I.d. _____

Meter Change Order
1-888-448-0009
Meter Change Card Courtesy of National Metering Services, Inc.

Pre-approved Schedule

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

Installation

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

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

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

National Metering Services, Inc.

Contractors for the Utility

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

Thank you for your cooperation.

For more project information visit www.nmsnj.com or call 1-888-448-0009 to schedule an appointment.

Thank you for your cooperation.

Installation

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

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

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

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

National Metering Services, Inc., provides a navigation friendly web page, for the Utility customers to access. Samples of the Home Page, Project Page and E-appointments Page are detailed on the subsequent pages.

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



The Project Page NMS creates for this program includes:

- 1) Contact information
- 2) A FAQ's page
- 3) Samples of vehicles and uniforms
- 4) Reciprocal Links to The Utility and AMR Manufacturers
- 5) Internet Based Appointment Scheduling (E-Appointments)
- 6) Toll Free numbers to NMS' Customer Service Unit

This is included in our Proposal and available at
www.nmsnj.com or www.nationalmeteringservices.com

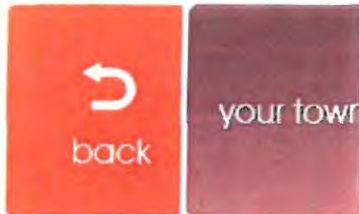
Sample Project Web Page

CustServ@nmsnj.com
1-888-448-0009

National Metering
SERVICES, INC.

Ormond Beach Water Utility

The City of Ormond Beach has contracted, National Metering Services, to upgrade its meter system to the latest state of the art AMR meter reading system manufactured by Neptune TG.



Approximately 1,800 meters will be upgraded or replaced over the next six months.

National Metering Services, Inc. will install the system hardware, water meters and radio transponders.



Customers in the area of operation will be notified prior to the installation services. Customers can call to schedule an appointment upon receipt of the mail notice or use the E-Appointments feature on our web page. Water service interruption is minimal, and the installation duration is less than 20 minutes. Access to your home is required.



Press Releases:

[Utility Page](#)

[Local News](#)

[NMS](#)

[Meter Manufacturer](#)

Corporate Offices and Certified Meter Testing Facility

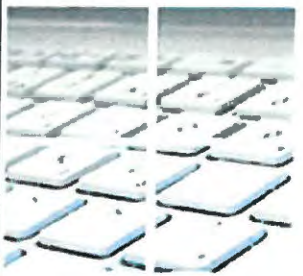
163 Schuyler Avenue Box 491, Kearny, New Jersey 07032

Toll Free: 1-888-448-0009 Phone: 201-246-1115

Fax: 201-246-1831

Sample: E- Appointment Request Form @ www.nmsnj.com

National Metering
SERVICES, INC.

		E-Appointment Request Note: Filling out this form is not a confirmation for an appointment. We will contact you via e-mail or telephone with confirmation.							
		*Name:							
		*Street:							
		*Town:							
		*State:							
		*Zip Code:							
				*Daytime Phone Number: Please include Area Code.					
		Email Address:							
		Please give us 3 dates when it would be best to be of service to you: * Required Fields Request date (Example: 01/02/01) <table border="1"><thead><tr><th>*Date One mm/dd/yy</th><th>*Date Two mm/dd/yy</th><th>*Date Three mm/dd/yy</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr></tbody></table> *Best Time: AM 9:00 AM - 1:00 PM PM 12:00 PM - 4:30 PM Please allow minimum 2 hour window for all appointment requests. Remarks/Notes:		*Date One mm/dd/yy	*Date Two mm/dd/yy	*Date Three mm/dd/yy			
*Date One mm/dd/yy	*Date Two mm/dd/yy	*Date Three mm/dd/yy							
									

Customer Service Unit

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



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

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



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

Photos of final reads are immediately accessible to Customer Service after upload, via our internet based digital photo recovery system. This tool serves as an important means of verifying an exit reading prior to a meter retrofit or replacement.

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

Data Preparation, Data Entry and Information Technology (IT)

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

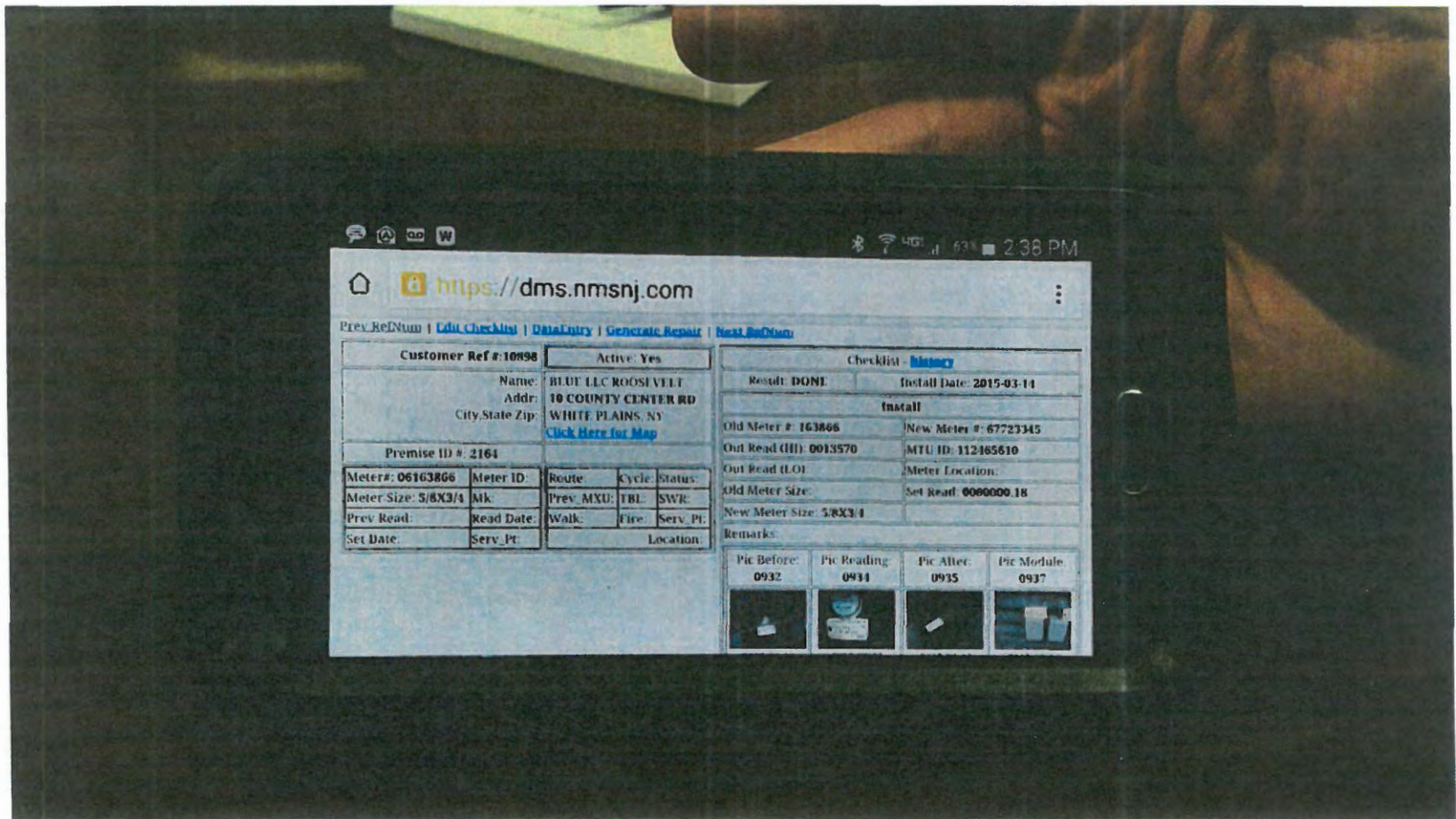


NMS creates a format where the information is printed in both analog characters and in barcode on the work order. The barcode customer information speeds data entry and processing while reducing critical errors in the new and old data being uploaded into the Utility's customer database. All new meter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

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

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

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



Sample of the Field Service Installation Tool

Sample Field Service Tool Data Entry Screen

Water SAFETY

babu

Edit Workorder | CARD

Customer Ref #:100		Active: Yes
Name BARRERA, ALBA ELVIA		
Addr 805 ABETO CIR		1*
CSZ EAGLE PASS, TX 78852		
Route: 04 Book: 27		Acct = 27-4700-00
Install		
Repair Date		2*
Tech ID: 776		
Tech2 ID		
Time In		
Time Out		
Inf Card		
Parts		
Pic WO Card Choose File No file chosen		

Proceed to Review

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

Sample Field Service Tool Data Entry Screen Updated Complete



mobile.nmsnj.com workorder mobi view.f

Verizon
4G LTE

babu³

Mobile Workorder |

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

babu³

National Metering SERVICES, INC.

Sunny Star: You Town, USA

1* Customer Ref: 100 Active: Yes

Name: John Doe
Address: 1 ABDEVILLE LN
City/State/Zip: Your Town, USA 12345

Premise ID: 1446 Phone: 9143311333 Alt Phone:

Meter # 301549	Meter ID	Route 2	Cycle 2	Status
Meter Size 5.8	Mk	Pres_MXL	HL	SWR
Prev Read	Read Date	Walk	Fix	Serv. Pt
Set Date	Serv. Pt	Location BACK		

3* 

5*  Meter Testing

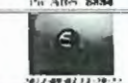
Date Tested	
Test Result	
Inter Result	
Hub Result	
Test Remarks	
Pick Up	

2* Checklist

Call Date	2014-06-30
App Date	2014-09-04
Revise	DONE
Priority	701
Phone	014541244
Alt Phone	
Remarks	Remove Data collected for privacy
Notes	
Problem	
Install Date	2014-09-04
ID	72

4* Install

Old Meter # 301549	New Meter # 94305462
Old Read (HL) 360549	MTR ID 112300444
Old Read (LO)	Meter Location
Old Meter Size	Set Read 00000000 66
New Meter Size 5.8XX3.4	
Remarks	

Pre Before 8882	Pre Reading 8883	Pre After 8884	Pre Module 8885
			
2014-09-04 11:22:46	2014-09-04 11:22:50	2014-09-04 11:22:52	2014-09-04 11:22:53

Repair Date Tech ID 652 Time In Time Out

Int Card NO Duty

5* Recent Readings (Limit 5 if reading)

MTR ID	Date/Time	Reading	collector	Valid Read
112300444	2015-04-21 00:00:00	00243114	Harsh D	1
112300444	2015-04-20 00:00:00	00243108	Harsh D	1
112300444	2015-04-19 00:00:00	00240082	Harsh D	1
112300444	2015-04-18 00:00:00	00239514	Harsh D	1
112300444	2015-04-17 00:00:00	00239514	Harsh D	1

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

Sample Customer Portal Record View

National Metering
SERVICES INC.

1*

String Search

Your Taxes: USA

2*

Customer Portal: Redacted Live DEMO

Job Progress		Project Stats by Cycle				Appointments Report			Install Reports		Checklist		Export Status		Problems	
Job Total:	10502	Cycle	% Installed	% Installed	Total	Date	Time	Count	Bad Reads: 11	No Reads: 11	Total Accts:	10802	Date	%	Prob	Count
Installed:	9358	Add-On	91.36%	3	82	2014-02-23	A12	1	2014-04-20	5	Removed Accts:	209	Net Exported:	0	PROB	-6
Mixed Status:	558	Add-On	93.02%	40	42	2014-04-24	A12	1	2014-04-20	7	UTILITY	769	2014-06-02	3831		
City:	0	1	88%	3203	3599	2014-04-22	B1	1	2014-04-11	7	Adjusted Total:	10593	2014-06-02	17		
Issue:	0	2	88.64%	2969	3347	2014-04-22	A12	1	2014-04-16	7	Completed Accts:	9398	2014-06-02	89		
Todo:	970	3	88.21%	2811	3184	2014-04-23	B1	2	2014-04-15	14	Done	9388	2014-06-11	213		
Adj Total:	10746	4	87.18%	241	334	2014-04-23	A12	1	2014-04-14	1	Remaining Accts:	1199	2014-06-11	45		
Start Date:	2014-01-15					2014-04-20	B1	5	2014-04-11	5	No Status	870	2014-06-11	405		
%s Compl:	87.56%					2014-04-11		9	2014-04-10	6	APPT	11	2014-07-01	19		
Avg Inst Day:	50.36					2014-04-09		5	2014-04-09	5	APPT STALE	16	2014-07-17	122		
Last Date:	2014-04-20					2014-04-08		3	2014-04-07	11	CALL CUST	2	2014-07-31	330		
						2014-04-07		11	2014-04-06	5	NOTE	157	2014-08-05	85		
						2014-04-06		5	2014-04-05	8	NO SHOW	7	2014-08-07	47		
						2014-04-05		8	2014-04-04	10	PROB	106	2014-08-08	93		
						2014-04-01		10	2014-04-01	5	SATURDAY	5	2014-08-15	355		
						2014-04-01		5	2014-04-01	5	MixedStat Accts	6	2014-09-02	79		
						2014-04-01		5	2014-04-01	5	METER	4	2014-09-03	61		
						2014-04-01		5	2014-04-01	5	PIT METER	5	2014-09-05	126		

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Any unauthorized use or distribution is strictly prohibited without written consent from the trademark owner.

B4RTB 001

- 1) Complete Database String Search
- 2) Customer Project Progress Reports – Blocks in this view can be enabled / disabled by customer request. Sample blocks include (but not limited to):
 - a. **Job Progress** – Quick summary of entire project.
 - b. **Project Stats** – Completed installations by Utility's reading order (i.e. cycle, route, book, zone, city).
 - c. **Appointments Report** – Scheduled appointments (2 week lead).
 - d. **Install Reports** – Installation reports by day, and date range. Includes meters with no recent DCU reads in addition to bad DCU reads.
 - e. **Checklist** – Complete Project Checklist broken down by individual record status.
 - f. **NMS Export / Billing System Import** – Completed Installations Export Status, enables the Billing Utility or County Staff to track data that has been completed and uploaded into the billing system.
 - g. **Problem Report** – Report on meters that could not be installed (i.e. Can't Locate Meter Pit, Customer Refusal, Bad Dog)

Customer Portal Description



NMS REPORT Greenburgh, NY From: 2015-04-15 to 2015-04-15 : Completed Installations: 14 Meters Report Range: Start Date: 2015-04-15 End Date: 2015-04-15 Update:

Num	Date Installed	Inst Type	Book Acct#	Customer Name	St	Dr	St Name	Appt	Old Meter #	Meter # Provided	Meter # Found	Meter #	Old Meter Read	New Meter Read	Scale	New Meter Size	Set Read	Radio #	Radio Config IS	Radio Config Results	Test Road Subst	Test Road Tls	Last Read	Remarks
250	2015-04-15		710	John Doe	215		ARDSLEY RD		406184		406184	1	31190	31190	31190	1	300000000	11246076			YES	2015-04-21 00:00:00	00000064	
2225	2015-04-15		11705	John Doe	200	N	CENTRAL AVE		306515		306515	2	311408	311408	311408	1	300000000	11244736			YES	2015-04-21 00:00:00	00155065	
2257	2015-04-15		14020	John Doe	0		FIELSTONE DR		553885		553885	3	2323706	2323706	2323706	3	000000000	113409956			YES	2015-04-21 00:00:00	00000096	
2268	2015-04-15		16048	John Doe	0		FIELSTONE DR		0702529		0702529	2	4712806	4712806	4712806	1	000000000	112641240			YES	2015-04-21 00:00:00	00140952	
2269	2015-04-15		14909	John Doe	9		FIELSTONE DR		481814		481814	3	64192406	64192406	64192406	3	000000000	111409902			YES	2015-04-21 00:00:00	00001310	
2271	2015-04-15		16050	John Doe	96		FIELSTONE DR		306796		306796	2	0666830	0666830	0666830	1	000000000	111460976			YES	2015-04-21 00:00:00	00154674	
2272	2015-04-15		16046	John Doe	29		FIELSTONE DR		341458		341458	4	14317660	14317660	14317660	4	000000000	112468365			YES	2015-04-21 00:00:00	00004075	
2273	2015-04-15		16052	John Doe	23		FIELSTONE DR		54282215		54282215	112	16443744	16443744	16443744	1	000000000	111409954			YES	2015-04-21 00:00:00	00148162	
2274	2015-04-15		16043	John Doe	9		FIELSTONE DR		106568		106568	112	2903309	2903309	2903309	1	000000000	111246390			YES	2015-04-21 00:00:00	00145613	
2281	2015-04-15		13475	John Doe	61		HARVARD DR		305023		305023	58	205105	205105	205105	58X3-4	300000000	111467016			YES	2015-04-21 00:00:00	00000538	
2291	2015-04-15		14038	John Doe	0		PINEWOOD RD		14087143		14087143	2	31105760	31105760	31105760	2	000000000	111464064			YES	2015-04-21 00:00:00	00004436	
2293	2015-04-15		7545	John Doe	203		ROXSIDE DR		166207		166207	1	110537	110537	110537	1	000000000	111464374			YES	2015-04-21 00:00:00	00000511	
2299	2015-04-15		11566	John Doe	7		THE RESEA LN		406348		406348	1	406246	406246	406246	1	000000000	111463662			YES	2015-04-21 00:00:00	00001612	
2292	2015-04-15		17318	John Doe	50		WALBROOKE RD		40438		40438	58	407439	407439	407439	58X3-4	300000000	111443870			YES	2015-04-21 00:00:00	00000864	

NOTE: It is a requirement that all meters be replaced within 30 days of the date of the report. Any meter that is not replaced within 30 days of the date of the report will be marked as "out of service".

B-001-8-11

A spreadsheet hardcopy detail is submitted with all pay requests. The dates can be changed on the report at will for maximum flexibility. This information is also available through the portal via the "Install Reports" hyperlink. This streamlines the process for confirming data in a pay request by utility staff.

Install Report Description

National Metering
SERVICES, INC.1⁴

Search

YourTown_USA

2^{*}

Week 1	Mon 04-20-2015	Tue 04-21-2015	Wed 04-22-2015	Thu 04-23-2015	Fri 04-24-2015	Sat 04-25-2015
YourTown_USA	2-0	2-1	1-1	0-0	0-1	0-0
Week 2	Mon 04-27-2015	Tue 04-28-2015	Wed 04-29-2015	Thu 04-30-2015	Fri 05-01-2015	Sat 05-02-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 3	Mon 05-04-2015	Tue 05-05-2015	Wed 05-06-2015	Thu 05-07-2015	Fri 05-08-2015	Sat 05-09-2015
YourTown_USA	0-1	0-0	0-0	0-0	0-0	0-0
Week 4	Mon 05-11-2015	Tue 05-12-2015	Wed 05-13-2015	Thu 05-14-2015	Fri 05-15-2015	Sat 05-16-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 5	Mon 05-18-2015	Tue 05-19-2015	Wed 05-20-2015	Thu 05-21-2015	Fri 05-22-2015	Sat 05-23-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 6	Mon 05-25-2015	Tue 05-26-2015	Wed 05-27-2015	Thu 05-28-2015	Fri 05-29-2015	Sat 05-30-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0

3⁴

Repair Appts	Install Rpt (All)	Checklist	Infrastructure Report	Repair WO	Meter Testing
Date Count	Inst Rpt: 26 No Rpt: 22	Total Accts: 10802	Install Date *	Results Count	Adjusted Total: 10593
Click Date for Details	Date Appts/DK Total	Removed Accts 209	2015-04-10 1		Completed Installs (No Rerolls): 9389
2015-04-10 1 0 1		UTILITY 209	2015-04-15 1		Old Meter Size Tested Not Tested Total
2015-04-17 4 1 5		Adjusted Total: 10593	2015-04-10 1		UNK 2 1 3
2015-04-18 1 0 1		Completed Accts 9389	2015-04-15 1		EXN 4 2 1 5
2015-04-19 14 0 14		DONE 9359	2015-04-22 1		5 5 6525 302 6827
2015-04-21 1 0 1		Remaining Accts 1198	2015-04-29 1		1 1 2 2 5
2015-04-23 4 1 5		No Shows 979	2015-05-05 1		7 166 60 123
2015-04-24 9 0 9		APPT 10	2015-05-12 1		11 2 124 9 135
2015-04-26 6 0 6		APPT SMALL 15	2015-05-14 1		1 1 2 1 1 2
2015-04-28 4 1 5		CALL CUST 2	2015-05-25 1		2 181 1 203
2015-04-29 3 0 3		NOTE 132	2015-06-1 1		7 2 2 4
2015-04-30 11 0 11		NO_SHOW 4	2015-06-16 1		3 29 10 39
2015-05-05 5 0 5		PROG 56	2015-06-14 1		1 10 10 21
2015-05-07 6 0 6		SATURDAY 5	2015-06-12 1		47 4 1 52
2015-05-09 9 1 10		MixedStat Accts 6	2015-06-11 1		6 5 1 10
2015-05-11 5 0 5		MAILER 4	2015-07-10 1		8 2 9 2
2015-07-10 10 1 11		DI_METER 2	2015-07-09 1		31 2 2 35

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R 48123

- 1) Complete Database String Search
- 2) Appointment Status Bar AM/PM by Date (6 week lead)
- 3) Project Progress Reports (Repair Appointments, Daily Installation Report with counts for appointments and door to door solicitation, Project Checklist, Infrastructure Report, Issued Repair Workorders, Exit Meter Testing)

Customer Portal Main Menu Screen View

Field and Service Personnel



- a.) All NMS personnel assigned to the project will be in company uniform, have a picture ID and wear a meter installer badge indicating the Utility's project. All installers will be registered with the local Police Department prior to commencement of the project.
- b.) NMS will provide a list of personnel assigned to the project including the chain of command and daytime telephone numbers. This list will be provided prior to commencement of any work.
- c.) NMS enforces strict discipline and good order among its employees. All employees always have a background check performed on them and a copy will be forwarded to the Utility.
- d.) In the event the Utility notifies NMS in writing of any person whose work is, in its opinion, careless, incompetent, disorderly or otherwise unsatisfactory, such person will be discharged from working on this contract and will not again be employed on this contract.

- e.) NMS employees are routinely tested for substance or alcohol abuse as allowed by law. NMS provides a safe and drug free work place and enforces a zero-tolerance policy. NMS employees are screened for substance abuse at time of hire and then continually by lottery or complaint.
- f.) All NMS Field Service Staff are OSHA 10 Certified and Confined Space Certified. New hires are required to complete the OSHA 10 courses at the time of employment.
*See attached NYS DOL Notice - Labor Law §220. section 220-h.
- g.) NMS employees will not and are not permitted to solicit work from Water Utility customers during the term of the contract, including a period of 1 year after substantial completion of the project.

Vehicle Identification

All NMS vehicles have company identification permanently displayed on their vehicles. All hired vehicles or privately-owned vehicles used for the project will have appropriate signage identifying the vehicle as an NMS service vehicle with contact information clearly displayed including toll free number and website. All vehicles owned or hired will be registered with the local Police Department and a detail of the service vehicle will be provided to the Water Utility. The detail must be updated when vehicles enter or are removed from the project

Working Hours

- a.) Work performed under this contract will be performed between 8:00 AM and 5:00 PM, Monday through Friday. Saturday schedules will be added as required by customer request.
- b.) Customer Service Hours are Monday – Friday 8:00 AM to 5:00 PM. If installers are scheduled to work on a Saturday, customer service is staffed to support or assist the installers as needed.
- c.) Areas of work and scheduled appointments are forwarded to the Water Utility the day prior. This enables Water Utility staff and local authorities to have knowledge of areas of operation, appointment request volume, and where installers will be soliciting door to door.
- d.) Installations for industrial and commercial facilities will be scheduled at a time acceptable to the facility owner and, if applicable, tenant. Scheduling will be done so as not to interfere with their normal operations.

Qualifications / Training

- a.) All installation work will be first class in all respects. Employees thoroughly experienced in meter work will perform the installation of the gas, water meter and electric meters.

- b.) A combination of class room and field training is incorporated into our training methodologies to ensure that our employees are capable of professional quality work.
- c.) Only employees of National Metering Services, Inc. will be utilized on this project; No subcontractor will be hired for this project.

System Integration

NMS will utilize our computerized tracking system that coordinates scheduling with actual production totals and the monthly payment requests. This system will be fully integrated with all phases of scheduling, production, customer contact documentation, inspection, and accounting. It will be capable of providing the Utility with a hard copy and an electronic copy of monthly production, status and problem accounts.

This report will be made available to the Utility and submitted with pay requests.

Project Office and Storage Facilities

- a.) Ample storage facilities for all company materials, equipment, tools and supplies required for operations will be provided by NMS.
- b.) Office space for staff and telephone to receive customer calls and process meter installation data will also be provided by NMS.

Time Table

National Metering Services, Inc will strictly adhere to the contract timelines as stipulated in the proposal documents. Any deviation increase or decrease in installations will be done in conjunction with the Utility.

Installation Warranties

All installation work performed under this contract will be guaranteed AS SPECIFIED IN PROJECT PLANS.

Leaks reported AS SPECIFIED IN PROJECT PLANS, will be repaired by the contractor at no additional expense to the Utility or its customers.

Summary of National Metering Services Proposal

Items included in the unit cost:

- ✓ Meter Installation Labor –Wages. Extended work hours. Saturday hours and evenings included, including door to door soliciting and handout notices
- ✓ All transportation, fuel and insurances, installer uniforms, tools and equipment required for installation and testing of meters
- ✓ 3 customer notices by US mail – Initial, second and final. After final notice the Water Utility will need to assist with stronger notices or action
- ✓ Gaskets and ancillary items related to meter installation services staples, tape, wire ties, clear caulking
- ✓ Installation Photos – Before, Reading (old meter), After (installation of New) and remote mount – appended to database installation records in BABU – copies/access provided to the Water Utility.
- ✓ Warranty for leaks reported after installation AS SPECIFIED
- ✓ Repair or replacement of plumbing damaged during the meter installation IE: any broken fittings, valves or piping that occurred during the meter replacement
- ✓ Responsible for any damage to meters or fittings due to cross threading, over tightening of couplings
- ✓ Appointment scheduling and customer service – toll free number
- ✓ Printed materials and Postage - Customer Notices (3) & Work order cards
- ✓ Data base creation and management of meter installation data. Data entry – All new meter information will be uploaded into our database for electronic transfer to the Water Utility. *The Water Utility will be responsible for any interface charges from their proprietary billing company.*
- ✓ Call Center – for appointment scheduling and confirmation. Call center will also be able to assist customer with questions about the new system
- ✓ Project Web Page detailing work being performed with samples of uniforms, vehicle markings, emergency numbers and reciprocal links to meter manufacturers for product details and to The Town's home page
- ✓ E-Appointments Internet appointment scheduling tool for resident to use
- ✓ Customer Portal – NMS will provide the Water Utility access to our database via the internet so actual installation records, including photo's, can be reviewed and accessed by staff as needed during the project. NMS will keep the portal active for a period of 1 month after completion of the project. Should the Water Utility desire to continue to access hosted account data NMS would be able to provide same under a separate hosting agreement.

Quality Control and Testing Policies

NMS will supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The sole responsibility for the means, methods, techniques, sequences and installation work will lie with NMS. NMS will be responsible to see that the finished work complies accurately with the Contract Documents. NMS will be responsible for meeting all applicable codes associated with all aspects of the installation.

NMS will test each meter installation upon completion with factory certified equipment. After installation, the AMR device will be programmed or tested with handhelds authorized by the manufacturer for testing and programming meter equipment. NMS will provide its own program equipment to its installers. The programming equipment is and will remain the property of NMS.

Our Project Managers and Field Supervisors routinely check work performed in the field to verify quality installations. We have the knowledge and equipment to repair any damage incurred to service or customer piping, during the change-out process.

Benefits of Selecting National Metering Services, Inc.

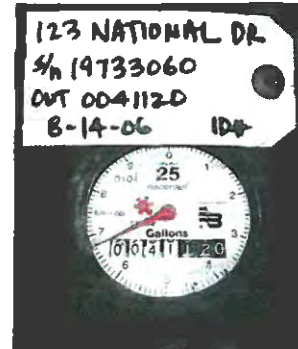
Some of the key features included in our proposal that we would like to bring to the attention of the committee:

- **Certified Exit Meter Testing** – Optional for an additional fee -National Metering Services, Inc. is certified by state governmental entities to test water meters. Exit testing of the meters being replaced is a practical solution in accounting for water loss due to under registration of the older meter system. This data can also be used to address customer complaints about higher water bills after the new system is installed. The test data is compiled into an electronic database for easy reference. It is also used to generate revenue recovery forecasts.
- **Longevity** – NMS is a specialty service contractor with over 23 years in the meter installation industry as National Metering Services, Inc. The combined experience of Executive Management of NMS exceeds 80 years.
- **Community Involvement** - NMS initially mans the project with its New Jersey based crews. Working with the Water Utility Human Resources, local personnel are hired from the project area. The new employees go through installer training and will be assigned to the local project. When the project is complete, the local installer can move with National Metering Services, Inc. to another project. It is NMS' intention to man the project with our existing labor force already experienced with the proposed system. Additional installers will be hired as outlined above.
- **Extensive experience** – NMS has experience with all the latest AMR/AMI Technology available. All our technicians are highly trained through a series of sessions including, classroom, field and manufacturer. NMS employs over 100 people.

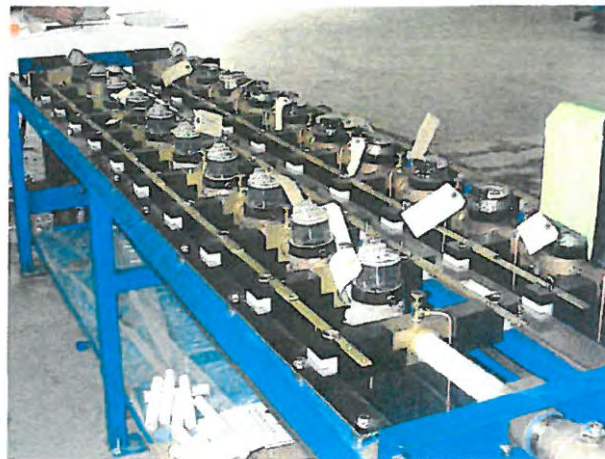
We look forward to working on this project with the Utility.

Optional - Certified Exit Meter Testing Program

NMS will provide certified, exit-meter testing for all meters removed for accuracy during this project. NMS' testing facility is certified by local and governmental entities. All testing performed will be in accordance with AWWA standards. The purpose for testing the old meters is to show the actual water loss through under registration of the existing meter. The test results will be in a spreadsheet format (Excel) and include the following data. Address, date, serial number, final reading, High flow, Med flow results of both old and new meters, notes, if any about the condition of the meter (stuck, broken glass, etc.) The new meter test data information is also entered into the customer database. This is where a comparison of performance of the new meter's accuracy can be compared to the old meter's accuracy. This data can be used to identify losses of water and revenue and to calculate the revenue recovery generated by the new system's implementation.



NMS' proposal can include provisions for exit testing of all replaced meters during this project. Certified meter test data will be provided to the Utility in an electronic format.



Meter Installation and Testing Equipment



**OSHA 10-hour Construction
Safety and Health Course – S1537-A
Effective July 18, 2008**

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE:

The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.





EXPERIENCE



Contracts on Hand						
Date	City	State	Project Description	Contract Amt	Contact	Phone #
2018	Fairlawn	NJ	Furnish and Installation of 4,000 AMR meters	\$400,000.00	Keith Garrison	201-794-5300
2018	Newark	NJ	contract for testing, calibrating and replacing large meters 2" thru 20"	\$500,000.00	John Williams	(973) 733-8538
2018	Franklin Square	NY	Installation of 4800 residential water meters & exit test all meters removed	\$500,000.00	Steve Meehan RIO Supply	609-315-1618
2018	Carmel	NY	Installation of 4,500 AMR/AMI Water meters supplied by Carmel Water Utility.	\$800,000.00	Rich Franzetti PE, Carmel	(845) 628-1500 ext 181
2018	Buchanan	NY	Furnish and Installation of 900 AMR/AMI meters	\$135,000.00	William J. Angiolillo, P.E.	(845) 279-2220
2018	Bellevue	FL	Installation of 3,000 residential water meters and installation of backflow preventers (Dual Check Valves), exit test all meters removed	\$250,000.00	Bruce H. Phillips, PE, PLS	352-233-2110
2018	Suez West Milford	NJ	Installation of 3,000 residential water meters & exit test all meters removed	\$238,000.00	Matt Biagini	(201) 750-3439
2018	Suez Water - West Chester	NY	contract for replacing large meters & UME's 3" thru 6"	\$350,000.00	Frank Wyrstek	(914) 637-5306
2016-2019	St Augustine	FL	Supply and Installation of 11,000 water meters with Neptune R 900V4 exit test all meters removed	\$4,025,000.00	Sharon Whitener	(904) 825-1010
2014-2019	Ormond Beach	FL	Installation of 11,000 residential water meters with Neptune R 900	\$450,000.00	Sam West, Meter Reading Supervisor	(386) 676-3258
2017-2018	Seminole County Government	FL	Installation of 16,000 residential water meters and installation of backflow preventers (Dual Check Valves), exit test all meters removed	\$1,200,000.00	Robert Greenfield, Operations Manager	(407) 665-2737 Office
2017-2018	City of Northport	FL	Installation of 2,000 residential water meters with Neptune R 900	\$75,000.00	James Marino, Field Service Specialist-Utilities	941-240-8011

2017-2018	City of Punta Gorda	FL	Installation of 14,000 residential water meters	\$500,000.00	Rick Kemp, Fortiline	407-340-5674
2017	Town of Mount Pleasant	NY	Supply and Installation of 6,500 Badger Orion Cellular	\$1,500,000.00	David Smyth	(914) 831-1062
2018	Township of Verona	NJ	Supply and Installation of 2,000 Netpure t-10 meters and Neptune R900i v4	\$50,000.00	Charles Molinaro	(973) 857-4804
2016-2019	Suez Water-Bergen County	NJ	Installation of 90,000 Sensus Flex net Radio Transmitters	\$6,800,000.00	Scott Toscano	(201) 750-3439
2016	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units	\$150,000.00	Kevin Nugent	(732) 489-1411
2016	American Water Delran	NJ	Age replacement of 9,000 water meters and radio units	\$575,000.00	Lenard Jean-Laurent	(856) 255-2034
2016	American Water Plainfield	NJ	Age replacement of 2,000 water meters and radio units	\$140,000.00	Sunil Luther	(908) 791-3427
2018	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	\$325,000.00	Frank Wyrostek	(914) 637-5306
2014-2015	Middlesex Water Company	NJ	Age Replacement of 6,000 water meters. Certified exit meter testing.	\$440,000.00	Greg Risoldi	(732) 634-1500

NMS' Project History & References						
Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2017	Isle of Wight	VA	Supply and Installation of 2,500 Netpune t-10 meters and Neptune R900i v4	\$30,000.00	Steve Hatcher	(757) 365-1650
2017	Village of Sands Point	NY	Supply and Installation of 2,000 Netpune t-10 meters and Neptune R900i v4	\$433,000.00	Brian J. Gunderson	(516) 883-3491
2016 - 2017	American Water Belle Mead	NJ	Age replacement of 8,100 water meters and radio units	\$550,000.00	John Hoffman	(908) 431-3226
2017	Township of Verona	NJ	Supply and Installation of 2,000 Netpune t-10 meters and Neptune R900i v4	\$50,000.00	Charles Molinaro	(973) 857-4804
2016	Borough of Red Bank	NJ	Supply and Installation of 4,500 Netpune t-10 meters and Neptune R900i v4	\$1,952,000.00	Tom Branch	(732) 620-6188
2016	Village of Sleepy Hollow	NY	Supply and Installation of 1800 Badger Meters with cellular radio Transmitters	\$550,000.00	Dan Peluso	(914) 366-5103
2016	Zephyrhills	FL	Installation and retro-fit of 13,000 Neptune water meters and VIV Radio Transmitters	\$375,000.00	John Vljacevic	(602) 710-0502
2015	Town of Newburgh	NY	Installation of Badger RCDL-25 meters and endpoints	\$421,000.00	John Platt, DPW Commissioner	(845) 564-7813
2015	American Water	NJ	Installation of 5,000 Hersey composite meters and hot rod radio units	\$400,000.00	Sunil Luther	(908) 791-3427
2015	Allamuchy	NJ	Installation of 2,000 Neptune water meters with r-900 radio transmitters and exit testing of all old meters	\$180,000.00	Nancy McCabe	(908) 852-6356
2015	Easton	PA	Installation of 15,000 Sensus Flex net RF units to existing meters	\$420,000.00	Mike Truesdale	(704) 724-1701
2015	Port Aransas	TX	Installation of 3,562 water meters 3/4" thru 1" with GPS Coordinates	\$166,150.00	Chris Phillips, Hydro-Pro Solutions	(877) 747-3656
2016	Village of Garden City	NY	Installation of 4,000 Magnetic Drive Radio Read Meter 5/8" to 2"	\$449,424.50	Robert J. Mangan, P.E. Director of Public Works	(516) 465-4000
2013-2015	St Mary's Metropolitan Commission	MD	Installation of 10,000 Neptune E-coder I R900 compatible water meters and registers, and new meter pits	\$4,700,000.00	Dave Elberti	301-737-7400 ext 222
2015	United Water - New Rochelle	NY	Installation of 8,000 Sensus Flex net RF units to existing meters	\$750,000.00	Frank Wyrostek	(914) 637-5306
2015	United Water Mid-Atlantic	PA	Installation of 6,174 Neptune Meters and AMR Units inside residences	\$279,000.00	Judith Jordan	(717) 561-1103

NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2015	United Water Mid-Atlantic	DE	Installation of 8,100 Neptune Meters and AMR Units inside residences	\$416,130.00	Judith Jordan	(717) 561-1103
2013/2014	United Water - New Rochelle	NY	Installation of 18,000 Neptune R900 RF units to existing meters	\$900,000.00	Frank Wyrstek	(914) 637-5306
2014-2015	Eagle Pass	TX	Installation of 13,000 Master meter water meters with radio transmitters.	\$1,200,000.00	Jaime Kypourous	(830) 776 0077
2014-2015	Northy Penn Water Authority	PA	Installation of 26,000 Sensus radio transmitters.	\$610,000.00	Gary Paul Razer	(215) 855-3617
2013-2015	Netcong	NJ	Installation of 800 water meters and Sensus transmitters 5/8 thru 1" in 3 phases	\$75,000.00	Ralph Blakslee, Administrator	(973) 347-0252
2013	Clear Lake City	TX	Installation of 17,000 Neptune water meters w R450 transmitters 5/8 thru 10"	\$8,400,000.00	Edward C. Streich PE	713-266-6900 ext 2457
2013-2015	Clinton	NJ	Installation of 2,700 Neptune meters and R900i Ecoder meters	\$300,000.00	Roger Plaisted	(908) 735-2265
2013	Greenburgh	NY	Installation of 16,000 Neptune meters w R450 radio including the Installation of fixed based AMI infrastructure	\$1,900,800.00	Steve Meehan	(609) 315-1618
2014	United Water Mid-Atlantic	PA/DE	Installation of 15,700 Neptune Meters and AMR Units inside residences	\$1,150,000.00	Steve Metzler, PE Senior Engineer	(717) 561-1103 x1656
2014-2015	City of Port Orange	FL	Installation of 10,000 Neptune residential and commercial water meters and Sensus Flex Net AMI meter reading System	\$1,000,000.00	Rick Wilson, Asst. Super Utilities	(386) 506-5953
2013	United Water Bayonne	NJ	Installation of 12,000 water meters 5/8 thru 10" and Aclara Fixed Network radio transmitters	\$1,497,000.00	Vito Spadavecchio	(201) 634-4247
2013	United Water - Nyack	NY	Phase 3 - contract for replacing large meters UME's 3" thru 6"	\$520,000.00	Frank Wyrstek	(914) 637-5306
2013	Saugerties	NY	Installation of 1,800 water meters and Sensus transmitters 5/8 thru 10"	\$235,700.00	Paul Van Wagenen	(845) 338-7622
2013	Middlesex Water Company	NJ	Age Replacement of 3,000 Neptune water meters. Certified exit meter testing.	\$220,000.00	Jim Hutchinson	(732) 634-1500

NMS' Project History & References						
Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2013	Tidewater Utilities	DE	Replacement of 3,000 water meters for PSC required periodic replacements. Certified exit meter testing.	\$138,000.00	John Ekard	(302) 218-4370
2012-2013	Daytona Beach	FL	Installation of 25,800 residential and commercial water meters and Sensus Flex Net	\$986,000.00	Frank Van Pelt	(386) 671-8143
2013	Marysville	OH	Installation of 6,600 Sensus Flex net radio transmitters	\$175,000.00	Mike Truesdell	(704) 597-6425
2013	Pearland	TX	Installation of 6,300 Neptune R900i radio transmitters	\$113,400.00	Pamela Thompson	(281) 652-1604
2013	Wakefield	MA	Installation of 750 water meters 5/8 to 1"	\$82,500.00	Carol Antonelli	(781) 246-6306
2012	Spotswood	NJ	Installation of 3,000 water meters and Sensus Flex Net transmitters	\$245,000.00	Ryan Johnson	(501) 650-4527
2012	Northy Penn Water Authority	PA	Installation of 1800 Sensus water meters and check valves along with drive by radio transmitters.	\$837,000.00	Gary Paul Razer	(215) 855-3617
2012	Village of Red Hook	NY	Supply and installation of 900 Badger meters with integral Orion Transmitter	\$450,000.00	CT Male Associates	(518) 786-7400
2013	DCWWA	NY	Installation of 105 Neptune 5/8 water meters and ball valves	\$16,470.00	Ed Mills	(845) 486-3625
2012	Upper Southampton	PA	Installation of 5,500 Neptune and Sensus water Meters with Itron drive-by AMR including 750 M-LOG leak detectors	\$1,000,000.00	Robert Cambell, PE	(215) 327-5802
2012	Danvers	MA	Installation of 10,000 residential and commercial Neptune water meters and 11,800 electric meters - with Energy Axis AMR System by Elster	\$1,800,000.00	Tim Corrigan, PE	(978) 532-1900
2012	United Water Nyak	NJ	contract for replacing large meters UME's 3" thru 6"	\$260,000.00	Frank Wyrostek	(914) 637-5306
2009 - 2012	Newark	NJ	contract for testing, calibrating and replacing large meters 2" thru 20"	\$500,000.00	John Williams	(973) 733-8538
2012	Middlesex Water Company	NJ	Installation of 3,000 Neptune water meters and Itron RF radio units. Certified exit meter testing.	\$220,000.00	Greg Risoldi	(732) 634-1500
2011-2012	Bellville	NJ	Installation of approximately 8,500 residential and commercial water meters - Sensus Flex Net	\$900,000.00	Ryan Johnson	(501) 650-4527
2011-2012	Yorktown	NY	Installation of approximately 10,000 water meters and Sensus Flex Net fixed network	\$1,200,000.00	David Rambo	(914) 245-6111

NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2011-2012	Johnson City	NY	Supply and installation of 6,000 Neptune meters and R900i Ecoder meters in residences	\$1,850,000.00	Robert A. Bennett, P.E. Director of Public Services	(607) 797-3031
2012	Medicine Lodge	KS	Installation of 1200 water meters - Sensus Flex Net	\$62,000.00	Ryan Johnson	(501) 650-4527
2011	Middlesex Water Company	NJ	Installation of 4,000 Neptune water meters for age change-out	\$250,000.00	Greg Risoldi	(732) 634-1500
2009-2010	Oxford	MD	Supply Installation of 500 Neptune e-coder i	\$250,000.00	Scott Delude, Director of Public Works	410-226-5740 Office 433-262-2863 Cell
2010	Reading	PA	Replacement of 10,000 water meters with Master Meter Dialog 3G AMR in residences	\$1,100,000.00	Dean Miller	(610) 655-6084
2010	Fallsburg	NY	Supply & Installation of 2500 Residential Meters - Badger Orion	\$350,000.00	Frank Laurendi, Wendell Engineering	(716) 688-0766
2010	Enid	OK	Supply and installation of 20,000 Neptune meters and R450 fixed base network	\$7,100,154.00	Robert Hitt	(580) 616-7261
2010	Kearny	NJ	Supply and installation of 7,000 Neptune meters and R900i meters in residences	\$1,750,000.00	Rich Ferronilli	(201) 991-2671
2010	Garden City	KS	Replacement of 11,000 Electric & 10,000 water meters with Sensus Flex net fixed network	\$475,000.00	Dwayne Noel	(501) 650-4526
2010-2011	Rising Sun	MD	Installation 1,000 water meters to Sensus Flexnet Network AMR.	\$150,000.00	Calvin A Bonenberger Jr., CBI Town Administrator	(410) 658-5353
2010-2011	Crisfield	MD	Supply and Installation of 2,000 meters and pits for both residential and commercial customers	\$1,200,000.00	Jason P. Loar PE., Davis, Bowen & Friedel, Inc.	(410) 543-9091
2010	Mannheim	PA	Installation of 2,750 water meters with K.P Electronic radio transmitters.	\$371,000.00	Dave Fenicle	(717) 665-1762
2004-2009	Corpus Christi	TX	Installation & Retrofit of 150,000 gas and water meter to Hexagram's Fixed Network AMR.	\$4,300,000.00	Michael Ceparanno	(713) 408-2030
2009	Mooresville	NC	Replacement of 9500 Amco registers & radio transmitters.	\$200,000.00	Jeffrey Carpenter, Water & Sewer Super	(704) 799-4292
2009	Seguin	TX	Installation of 8,000 Neptune water meters & Hexagram radio transmitters.	\$396,000.00	Chris Phillips, H.D Supply	(512) 944-8846
2008-2009	Northern Kentucky Water District	KY	Installation of 80,000 Badger radio transmitters	\$2,100,000.00	Mark Loftland	859 5784891
2009	Falls Authority	PA	Supply Installation of 4500 Neptune e-coder i	\$2,300,000.00	Vanessa Nedrick-Remington & Beach Eng.	(856) 795-9595

NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2009	Greenwich	NJ	Installation of 2,000 water meters with K.P. Electronic radio transmitters.	\$180,000.00	Bob Schoorch	(856) 224-0373
2009	Pasadena	TX	Installation of 18,000 Neptune registers & radio transmitters.	\$200,000.00	Mark Gardenmal	(713) 475-7835
2009	City of Albuquerque	NM	Test and repair of 180 large Sensus meters 3" thru 8"	\$75,000.00	Chris Phillips	(512) 944-8846
2009	Village Highland Falls	NY	Supply & Installation Badger water meters and radio's	\$452,800.00	Kevin Hurst	(845) 446-3252
2008	Haddonfield	NJ	Supply Installation of 3000 Neptune e-coder i	\$1,200,000.00	Dennis Yoder-Remington & Vernick Eng.	(856) 795-9595
2008	Newburyport	MA	Installation of 7200 Badger meters with orion radio transmitters	\$875,000.00	Margaret McCarthy, Weston & Sampson	(978) 532-1900
2008	Woburn	MA	Supply & Installation of 1,000 Commercial water meters & Aclara fixed network	\$690,000.00	Margaret McCarthy, Weston & Sampson	(978) 532-1900
2008	Talladega	AL	Replacement of 3,500 meters with Neptune R-900	\$240,000.00	James Brasher	(256) 362-6211
2005-2008	Hartford	CT	Retrofit of 50,000 Neptune meters with Blue Tower radio transmitters.	\$2,500,000.00	Harvey Wall	(860) 278-7850
2007	Apopka Fl.	NJ	Installation of 20,000 Sensus flex net radio transmitters.	\$240,000.00	Jeff Plaguer	(407) 703-1748
2007-2008	Hempstead	NY	Installation of 7,500 Sensus water meters 5/8 thru 2"	\$1,258,000.00	Anthony J. Zalak	(631) 231-2220
2006-2007	Brookline	MA	Installation of 8500 AMCO water meters with Hexagram's fixed network AMR.	\$875,000.00	Andy Papperstergion	(978) 532-1900
2005-2007	Malden	MA	Installation 11,000 Neptune E-Coder and R900 sizes 5/8" thru 8".	\$1,075,000.00	Emerson Teal	(781) 397-7162
2006	Corpus Christi	TX	Installation of 1,000 Tropos WII nodes to read gas & water meters	\$100,000.00	Michael Ceparanno	(713) 408-2030
2005-2006	Danbury	CT	Supply & Installation 10,000 Badger Meters and Itron ERTs.	\$1,500,000.00	Charles Kindya	(203) 797-4539
2006	Montclair	NJ	Installation & Retrofit of 3,500 Neptune water meters and R900 RF radio units. Plus certified meter testing.	\$255,150.00	Mike Locascio	(973) 744-4600
2005-2006	Northglenn	CO	Supply & Installation 7200 Badger Meters and Orion transmitters.	\$1,200,000.00	Norman Bell	(303) 450-4005
2005	Fall River	MA	Retrofit 18,000 Neptune arh v meters with R900 radio transmitters.	\$324,825.00	Jim Terrio	(508) 324-2335
2005	Ellenville	NY	Installation of 1,400 Badger meters with Orion radio transmitters. Plus certified exit meter testing.	\$106,000.00	Jason Ballard	(518) 218-1801

NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2005	Jersey City	NJ	Test & Repair large water meters 2" through 6"	\$25,000.00	Rajiv Prakash	(201) 420-0845
2005	Kissimmee	FL	Supply & Cut-In Installation of 5,400 Neptune water meters with touchpads for reclaimed water lines.	\$460,000.00	Mike Johnson	(407) 518-2269
2005	Celebration	FL	Cut in of 1,800 reclaimed water meters and meter boxes for irrigation line.	\$125,000.00	Brian Smith	(407) 566-4126
2005	Rockaway Borough	NJ	Supply & Installation of 450 Sensus touch read water meters. Plus certified, exit meter testing.	\$75,000.00	Sheila Seifert	(973) 627-1884
2004	Orange	NJ	Installation 4,900 Neptune T-10 water meter and R900 radio transmitters. Plus certified exit meter testing.	\$1,470,000.00	Tony Scillia	(201) 826-8470
2003-2004	Cortlandt	NY	Installation 7,500 Neptune T-10 water meter and R900 radio transmitters. Plus certified exit meter testing.	\$1,634,502.50	Edward Vargano	(914) 734-1026
2004	Montclair	NJ	Installation & Retrofit of 1,000 Neptune water meters and R900 radio transmitters. Plus certified exit meter testing.	\$200,000.00	Mike Lorascio	(973) 744-4600
2004	Maple Shade	NJ	Installation of 500 ABB Scancoder water meters.	\$25,000.00	Bill Butler	(856) 488-7450
2004	Woodstock	NY	Installation of 850 Badger water meters with Orion radio transmitters. Plus certified exit meter testing.	\$78,965.00	Paul Van Wagenen	(845) 338-7622
2004	Voorheesville	NY	Installation of 1175 Badger meters with Orion radio transmitters. Plus certified exit meter testing.	\$88,500.00	Will Smith	(518) 765-4512
2004	East Fishkill	NY	Brentwood Estates. Supply & Cut-in Installation of 300 Sensus water meters with meter setters and dual check valves.	\$100,000.00	Christine Mitchell	(845) 562-3430
2003	Bordentown	NJ	Supply & Installation of 4,500 Badger meters with Itron ERTs, and new valves and dual check valves.	\$1,230,000.00	Don Russo	(610) 313-3100
2003	Roosevelt	NJ	Installation of 250 pit meter and 75 complete pits. Neptune R900 radio transmitters.	\$70,000.00	Joseph Overbeck	(800) 390-8060
2003	Lewistown	PA	Supply & Installation of 6,500 Badger meters with Itron ERTs.	\$300,000.00	Harris Layton	(717) 248-0165
2003	Goshen	NY	Installation of 500 Badger meters with Orion radio transmitters.	\$80,000.00	Bart Clark	(845) 562-3430

NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2002-2003	Columbia	SC	Supply & Installation of 5,000 Neptune water meters and backflow valves in a pit setting.	\$425,000.00	Ted Morgan	(803) 733-8491
2003	Rockaway Township	NJ	Installation of 6 industrial water meters with Itron ERTs.	\$15,000.00	Robert Sheard	(973) 983-2825
2003	Ho-Ho-Kus	NJ	Installation & Retrofit of 1,500 Neptune water meter and R900 radio transmitters. Plus certified exit meter testing.	\$320,000.00	Mike Franks	(201) 445-8161
2003	East Fishkill	NY	Installation of 300 Invensys remote water meters with meter setter, and dual check valves.	\$80,000.00	Christine Mitchell	(845) 562-3430
2003	Dover	NY	Installation of water meters with outside remotes and meter setters.	\$8,000.00	Edward Mills III	(845) 486-3625
2002	Flemington	NJ	Supply & Installation of 1,000 Invensys remote and radio read meters. Plus certified meter testing.	\$205,000.00	Ralph Runge	(908) 782-8840
2002	Ambler	PA	Installation of 5,500 Neptune R900 radio transmitters.	\$200,000.00	William Weir	(215) 646-1000
2002	Reading	MA	Installation of 7,500 RAMAR radio transmitters.	\$135,000.00	David Lee	(781) 942-9018
2002	Hyde Park	NY	Installation of outside remote water meters and cut-in installation of new meters and setting equipment.	\$40,000.00	Edward Mills III	(845) 486-3625
2001	Waynesfield	OH	Supply & Installation of 163 remote water meters and 42 meter pits and appurtenances.		Jeffery Puthoff	(937) 497-0200
2001	Old Bridge	NJ	Supply and Installation of ABB Scancoder meters in both homes and pits along with RAMAR radio transmitters.	\$1,300,000.00	Michael Roy	(732) 679-8565
2001	Beachwood	NJ	Supply & Installation of 1,000 Invensys touch read remote water meters.		David Thesing	(732) 244 1090
2001	Saddlebrook	NJ	Installation of 400 Schlumberger water meters with R900 radio transmitters on commercial accounts. Plus certified exit meter testing.	\$325,000.00	Mike Nannini	(201) 641-0770
2001	Doylestown	PA	Installation of 850 Invensys SRII Touch pad water meters.	\$35,000.00	Craig Eaton	(215) 345-4140
2001	Brookwood Water Association	NJ	Supply & Cut-in Installation of 425 ABB Scancoder remote water meters.		Joe DeMarco	(908) 850-7185
1999-2001	Hazleton	PA	Installation of 5,000 Badger remote water meters.	\$250,000.00	John Synoski	(570) 455-9407

NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2000	Warrington Township	PA	Installation of 250 Sensus water meters with MXU radio and touch read backup.	\$20,000.00	Frank Corradi	(215) 768-6110
1999	Lyndhurst	NJ	Installation of 5,500 ABB water meters. Plus certified meter testing.	\$320,000.00	Dan Kaufman	(201) 939-8805
1999	Fishkill	NY	Supply & Installation of 300 ABB Scancoder meters. Plus certified meter testing.	\$50,000.00		
1999	Ambler	PA	Installation of 498 Schlumber ProRead Meters	\$22,000.00	Bill Weir	(215) 646-1000
1999	Spring Lake	NJ	Installation & Retrofit of 1,800 Sensus touch read meters. Plus certified meter testing.	\$133,000.00	Joe Gemmell	(732) 671 6400
1999	Lakehurst	NJ	Supply & Installation of 400 Badger pulse generator meter with outside remotes. Plus certified meter testing.	\$60,000.00	Alan Dittenhoffer	(732) 286-9220
1998	Verona	NJ	Supply & Installation of 350 Schlumberger ARB V remote water meters.	\$59,800.00	Hames Helb	(973) 857-4804
1998	Canajoharie	NY	Installation of 830 remote water meters.	\$159,000.00	Heather Blakely	(518) 435-7215
1998	Rockaway Township	NJ	Installation of 4300 ABB water meters with Itron ERTs. Plus certified exit meter testing.	\$285,000.00	Robert Sheard	(973) 983-2825
1998	Deptford	NJ	Installation of 2200 Schlumberger meters with Tele-Coder AMR.	\$146,000.00	Ed Deak	(609) 848-0200
1998	Wall Township	NJ	Installation of 6500 Schlumberger ProRead water meters. Plus certified exit meter testing.	\$372,000.00	Jim White	(732) 449-2700
1997	Garfield	NJ	Installation of 550 ABB Scancoder water meters.	\$115,000.00	Mike Nannini	(201) 641-0770
1997	Verona	NJ	Installation of 360 Schlumberger ARB V remote water meters.	\$64,850.00	James Helb	(973) 857-4804
1997	Elizabeth	NJ	Installation of 1,200 Hersey pulse generator water meters with outside remotes. Plus certified exit meter testing.	\$72,030.00	Ray Zwarez	



BROCHURE



National Metering **SERVICES, INC.**



OUR MISSION

To provide accurate metering solutions for water, gas, and electric utilities. Our goal is to deliver a professional and cost effective installation service that will increase accountability, productivity and efficiency for our customers. As a service company, our highest priority is customer satisfaction.



National Metering Services, Inc.

163 Schuyler Avenue • Box 491 • Kearny, NJ 07032

Toll Free: 1-888-448-0009

Phone: 201-246-1115 • Fax: 201-246-1831

About National Metering Services

National Metering Services, Inc., has been providing solutions to the utility metering industry since 1995. National Metering Services is committed to quality and unparalleled customer service in all aspects of our business. We provide diversified, innovative and practical solutions while addressing the individualized needs of each of our customers.



Customer Service

Our customer service center is located in Kearny, NJ. All customer related issues are addressed by this central location to ensure proper dissemination of information. Our customer service representatives are prepared to service your needs via telephone, email and web inquiries.

Our Customer Service Center may be reached via toll-free telephone number 888-448-0009. Let our exceptional customer service department go to work for you today!

Meter Installation

National Metering Services can provide a full turnkey package where we address all issues related to the project. Once the customer account data is received, our highly experienced staff can take over to plan and execute the project. Details from customer mailers, appointment scheduling, meter and/or AMR implementation, meter readings, and customer training are all addressed resulting in minimal disruptions to the utility operations.

Or in the event you already have metering and/or AMR equipment, we can provide just the labor to install your system. So regardless of your individualized needs, our extensive experience can minimize hurdles and simplify the process of implementing your new system.

Criminal history checks are done on all service employees and technicians. All employees are easily identifiable in professional service uniform and carry company-issued photo identification which are listed with local law enforcement. Installers are radio equipped and able to immediately respond to customer issues, if needed.



Reclaimed Water



AMR Installation

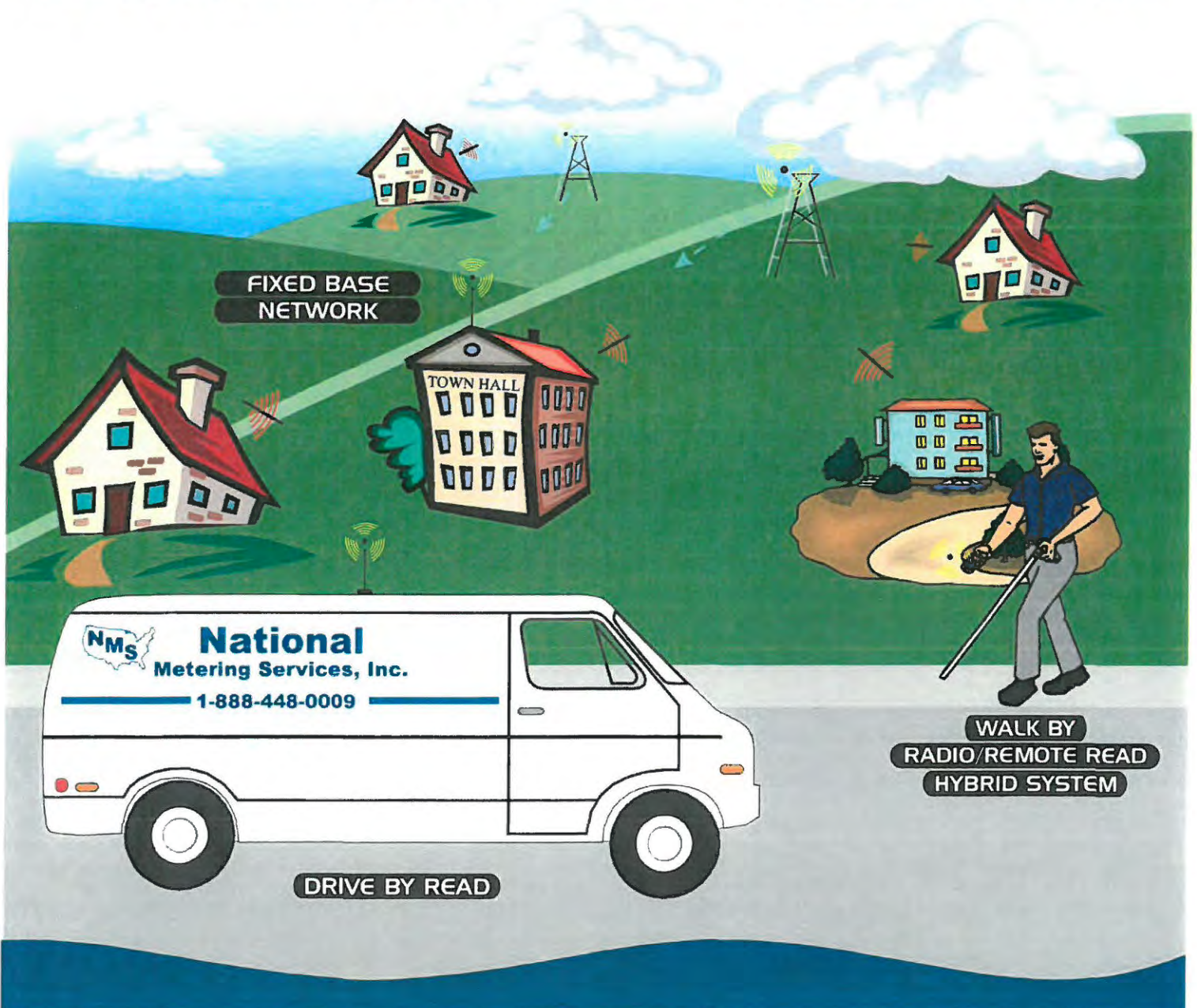


Commercial & Industrial Meters

AMR Remote Reading

Meter reading technologies are advancing at a continuously faster pace. National Metering Services has been involved every step of the way through the progression of remote reading from touch pads to telephone based to walk-by and drive-by RF systems to fixed-based RF networks. With all the different AMR technologies available and more AMR manufacturers emerging, it can be a difficult task selecting which solution best meets your needs. National Metering Services can assist you in sorting through the technical specifications and features. With our first-hand experience implementing small and large AMR systems, we can identify the advantages and disadvantages of the various AMR solutions.

AUTOMATIC METER READING

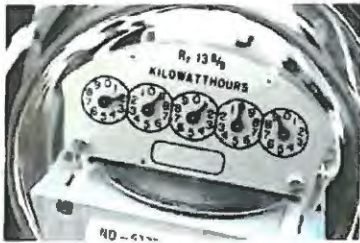


Smart Metering Solutions

National Metering Services, Inc. is a leading provider of metering services and solutions. We specialize in water, gas and electric AMR/AMI system design, integration, supply, installation and deployment. Whether a simple installation program or a complete system design and build out, our team of professionals are ready to serve you and your customers.

We Are Experienced In:

Smart Grid Solutions · Project Development · Smart Metering · Meter Installation Services · Electric Water · Gas · Program Planning · Technology Selection · Data Management · Meter Testing · AMR · AMI Infrastructure · Meter Testing · Turnkey Solutions · Billing Systems · Customer Billing · Meter Reading ·



Fixed Network Solutions · Mobile Solutions · GPS Mapping

Have the experts at National Metering Services, Inc. get your program up and running Fast! You will realize immediate revenue from your new system, reduced labor costs and most importantly accountability of product and resources.

With any National Metering Services complete project - AMR/ AMI program or Turnkey Solution, all project mapping, planning and propagation study is included.

All Smart Grid design performed by UtiliWorks.
web: www.utiliworks.com.

National Metering Services, Inc. has the experience and technical know-how to make your metering project a success!

Our Services

- Utility Meter Installations
- Automatic Meter Reading Systems
- Certified Meter Testing
- Turnkey Packages
- Specification Development
- Meter Reading Services
- Wi-Fi Deployments
- Backflow Testing
- Project Management

Experience

All Major Utility Meters:

- AMCO
- Badger
- Hersey
- Master Meter
- Neptune
- Sensus

AMR SYSTEMS:

- Itron
- MXU
- Orion
- SmartRead
- Eka Systems
- Miltron Communications

National Metering SERVICES, INC.

www.nmsnj.com



Established in 1995, *National Metering Services, Inc.* has set the standard in customer care. National's management team consists of dedicated and committed service professionals.

Our team has been instrumental in helping customers design the meter system that best suits their needs. We provide diversified, innovative and practical solutions while addressing the individualized needs of each of our customers.

Problem:

Water revenue is off due to missed reads, lockouts and estimated bills. The meters are antiquated and over due to be replaced. The current meter system has to be read and billed manually. The accuracy of the system is in question.



Solution:

Turnkey Solutions

Automatic Meter Reading (AMR)

System Analysis

We evaluate your current system and help you select the system that best suits your needs!



Project Planning

Have the professionals at National Metering Services, Inc. provide assistance with product selection, technology and specification development.

Meter Installation Services

Realize the immediate revenue increase by having National Metering Services, Inc. install your entire system.



Financing Available

We can help secure low interest financing from both private and government sources.

Programs include 1st year payment deferment. 3, 5, 7, 10 year payment terms!

Pay for your new system with the revenue recaptured!

State Certified Testing Facility

163 Schuyler Avenue · Box 491 · Kearny, New Jersey 07032

Phone: 201-246-1115 Fax: 201-246-1831

Toll Free 1-888-448-0009

www.nmsnj.com



National Metering SERVICES, INC. www.nmsnj.com



Problem: Accountability

A common problem municipal water systems are faced with is providing more potable water than they are charging consumers for.

Solution: Accuracy

Certified Meter Testing Program: Testing well & pump house meters is less expensive and the first step in regaining control of your losses!



Commercial and industrial meter testing: municipalities are prone to the 80/20 rule, 80% of revenue comes from 20% of meters. The 20% figure reflects the 2 inch and larger meters within the system. On line testing can help identify losses and provide equitable solutions by repairing or replacing the meters on an individual basis.

Exit testing: This program identifies losses through the general population of domestic meters in the system. Test results can be compared to the test tags of the new meters being installed. Revenue recovery can be accurately projected by comparing new and old test data.

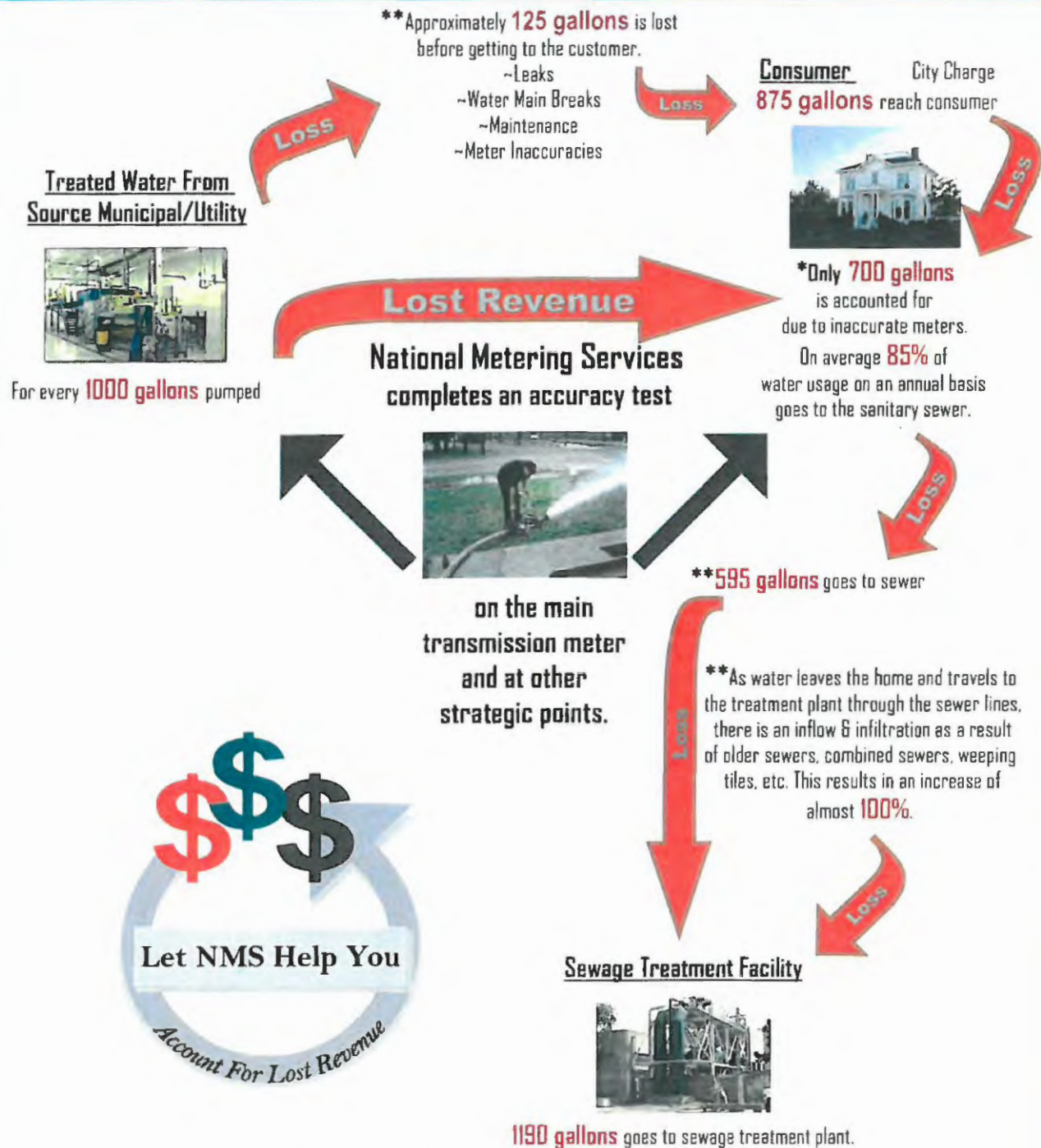
High bill complaints can be addressed by having meters in question bench tested at our certified facilities. Meter test equipment is certified accurate by the New Jersey Department of Weights and Measures.



www.nmsnj.com

National Metering Services, Incorporated

www.nmsnj.com



National Metering Services, Inc.

Regional Offices & Certified Testing Facilities

163 Schuyler Avenue Box 491
Kearny, New Jersey 07032
Phone: 201-246-1115 Fax: 201-246-1831
Toll Free 1-888-448-0009

4216 Dillon Lane
Corpus Christi, TX 78415
Phone: 361-852-3034 Fax: 361-852-2047
Dillon Industrial Village

Data may be estimated for example purpose. Individual results will vary. *NMS compiled municipal test data. **Niagra Falls (Canada) Water Statistics.

National Metering Services, Incorporated

1-888-448-0009

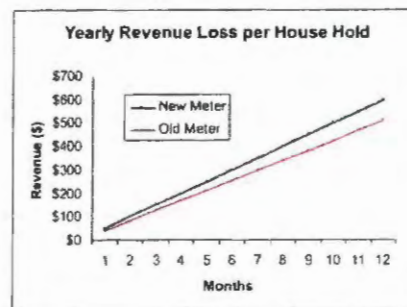
www.nmsnj.com

Certified Meter Testing

In order to provide clean, safe drinking water to the growing population, purification is required. Purification has a cost and this cost is passed onto the municipality or utility providing the water service, which in turn pass it along to the consumer. This individual cost is then calculated by reading the water meters and generating the bills. However, this system, depending on its age, may not be fair or accurate to the municipality, utility, or consumer.



Old meters tend to be inaccurate, calculating lower than actual consumption by the consumer. This leads to less water being billed than was treated and used. (The average age of water meters in existing systems is **30 years or older** and they **under-register an average of 15%** between the three flow rates.)



*** \$90 per year per household can be lost due to under-registering old meters.**

In order to offset this process water rates are then increased, but this hasn't corrected the problem and the system will continue to degrade. By installing new water meters you can accurately account for water used, reduce operating costs, eliminate estimated bills and re-reads and give your customers the security of having their meter read from the outside of their home all while keeping water rates down. New meters pay for themselves within the first few years by helping you recapture the revenue that was literally going down the drain.

Have the professionals at National Metering Services take care of your meter needs. National Metering Services can exit test your entire system with a full turn-key package or test low meter readings, estimated reads, and questionable accounts to identify revenue and water losses.

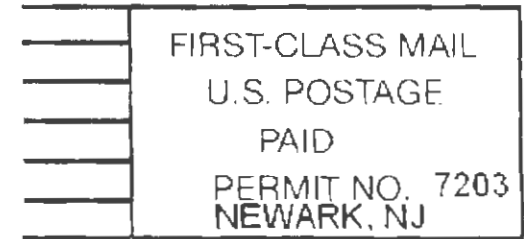
Data may be estimated for example purpose. Individual results will vary. *NMS compiled municipal test data.



MAILER



National Metering Services, Inc.
P.O. BOX 491
Kearny, NJ 07032



NOTICE

REF # 10000

Acct # : 0019394
JOHN SMITH
200 Main Street
Sands Point NY 11050

(Your Town) - Regarding Your Water Meter

National Metering Services, Inc. Contractors for (Your Town)

The “Your Town”, has contracted National Metering Services, Inc. to replace water meters throughout the City beginning September 2018. The new meters being installed will be read automatically using radio transmitters attached to the water meters. All water meters are located outside of your home or place of business in a meter box by the curb or in an easement. Access to home or place of business will not be required. The installation process takes about 20 min to complete during which water service interruption will occur. Customers are asked to secure loose pets on property and make sure the meter area is clear for the safety of our meter installers. All installers are required to have I.D. displayed at all times and to be in uniform. Additionally, installers have had background checks completed by the State Police prior to employment. If no one is home or your place of business is closed, you will receive a notice on your door stating that your meter was upgraded.

Thank you for your cooperation

For additional information, please call:

1-888-448-0009

Or visit us at: www.nmsnj.com



PRICING



Five (5) Year Replacement Schedule

NOTE: Existing meter inventory counts are based upon best available active and inactive utility billing record data and may differ from actual system totals. Final compensation shall be based upon the actual number of meters replaced and/or work completed.

FY 2018-19			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1191	\$32.50	\$38,707.50
Replace 1" TR with new AMR meter	11	\$35.00	\$ 385.00
Total Meters	1202		\$39,092.50
FY 2019-20			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1177	\$32.50	\$38,252.50
Replace 1" TR with new AMR meter	9	\$35.00	\$ 315.00
Total Meters	1186		\$38,567.50
FY 2020-21			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1160	\$36.00	\$41,460.00
Replace 1" TR with new AMR meter	37	\$38.00	\$ 1,406.00
Total Meters	1197		\$42,866.00
FY 2021-22			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1233	\$36.00	\$44,388.00
Replace 1" TR with new AMR meter	3	\$38.00	\$ 114.00
Total Meters	1236		\$44,502.00
FY 2022-23			
Meter Size	Quantity	Unit Price	Total Price
Replace 5/8" TR meter with new AMR meter	1235	\$36.00	\$44,460.00
Replace 1" TR with new AMR meter	4	\$38.00	\$ 152.00
Total Meters	1239		\$44,612.00
Total Meters Sub Total:	6,060		

NOTE: Below are additional services over the City 5 year plan (not each year) of this project that may be needed. The numbers provided are estimates only and are subject to change.

Items of Work	Quantity	Unit Price	Total Price
Removal and replacement of turf grass/sod, including temporary patches)per square yard) estimated area	250	\$3.00	\$ 750.00
Install new meter box with lid when replacing meter(each)	200	\$15.00	\$ 3,000.00
Raise meter box (AMR meter and antenna protrusion)(each)	20	\$10.00	\$ 200.00
Replace or install new curb stop when replacing meter, if needed (5/8"-1") (each)	50	\$75.00	\$ 3,750.00
Meter change out services from a union to a yoke system that utilizes an expander setup	200	\$40.00	\$ 8,000.00
Reset Meter Box (City side valve is obstructed Or any obstructions in order to replace meter)	350	\$6.00	\$ 2,100.00
Lowering Services (Occurs when the meter protrudes meter lid and meter would then exceed ground level)	5	\$65.00	325.00 \$
Additional trip charge to replace a meter that was inaccessible due to locked gates (residential) (each)	30	\$8.00	\$ 240.00
Sub Total:			\$ 228,005.00

Total Proposal: Two Hundred, Twenty Eight Thousand, Five Dollars Zero Cents

Meter Reimbursement (Per meter)	Unit Price
5/8"	\$ (3.00)
1"	\$ (4.25)

Licensee Details

Licensee Information

Name:	MARTIN, PETER HENRY (Primary Name) NATIONAL METERING SERVICES, INC. (DBA Name)
Main Address:	25068 TIMBERLAKE DR. FORT MILL South Carolina 29708
County:	OUT OF STATE
License Mailing	25068 TIMBERLAKE DR. FORT MILL SC 29708
License Location:	163 SCHUYLER AVE KEARNY NJ 07032
County:	UNKNOWN

License Information

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC1224998
Status:	Current,Active
Licensure Date:	02/09/2012
Expires:	08/31/2020

Special Qualifications	Qualification Effective
Construction Business	02/09/2012

Alternate Names

[View Related License Information](#)[View License Complaint](#)

2601 Blair Stone Road, Tallahassee, FL 32399 Email: CustomerContactCenter@floridaparks.com (904) 487-1000

© 2007-2010 State of Florida. Privacy Statement

[illegible]

EXHIBIT "B"
TO RESOLUTION
CONSISTING OF 9 PAGES

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF ORMOND BEACH** (the "City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174 and **NATIONAL METERING SERVICES, INC.**, a Foreign corporation authorized to do business in the State of Florida (the "Contractor"), 163 Schuyler Avenue, Post Office Box 491, Kearny, Hudson County, NJ 07032, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals ["Automatic Meter Reading Installation Project, 2018-01"] dated August 27, 2018, attached hereto as Exhibit "A", and the Proposal attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** The This Agreement shall be effective on the date it is fully executed by the parties and shall have an initial term of this agreement shall be for a period of three (3) years and will be automatically renewed each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. **The max term of this contract cannot exceed five (5) years.**
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended. Final payment will be made only after delivery and installation of the equipment and completion of the City's final acceptance inspection.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

CITY: Joyce Shanahan, City Manager and Randal Hayes, City Attorney (a copy) City of Ormond Beach 22 South Beach Street Post Office Box 277 Ormond Beach, FL 32175-0277	CONTRACTOR: William Castle, Vice President National Metering Services, Inc. 163 Schuyler Avenue Post Office Box 491 Kearny, NJ 07032
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10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under this Agreement, whether such operations be by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include the following:

- (a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000. Each Accident Bodily Injury by Accident

\$100,000. Each Employee Bodily Injury by Disease

\$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage all maritime coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors

9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) **Automobile Liability Insurance** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **Professional Liability, Malpractice and/or Errors and Omissions**

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision that the coverage under the policies will not be canceled, non-renewed or materially changed until at least **thirty (30)** days' prior written notice of such cancellation, non-renewal or change [except for nonpayment of premium, which shall be **ten (10)** days] has been given to the City. The Contractor shall be required to replace any expired or canceled policies in like

amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
 - 2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
22. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2018.

Witnesses:

CITY OF ORMOND BEACH, a Florida
municipal corporation

Print Name: _____

By: _____

BILL PARTINGTON
Mayor

Print Name: _____

Attest: _____

JOYCE SHANAHAN
City Manager

DATED this ____ day of _____, 2018.

Witnesses:

NATIONAL METERING SERVICES, INC., a
Foreign corporation authorized to do business in the
State of Florida

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

-9 of 9-



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Piggyback Hillsborough County Contract		
Requested Action		
Recommend to approve a piggyback contract number 18122,3 from Hillsborough County with National Metering Services, Inc. for installation of water meters and check valves.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from Hillsborough County number 18122,3 , for the installation of water meters and check valves. . In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2212-009 to notify local vendors of the City's intent to utilize other governmental agency contracts. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Hillsborough County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 10-year agreement. Based on this, staff recommends that Council approve the piggyback of the Hillsborough County contract number 18122,3. This contract will provide installation of water meters and check valves. The estimated annual amount of this contract is \$250,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department with annual budgeted funds. Department: Water - 41533		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 2212-009	RFI 2212-009.pdf	
2. Bid Tabulation	Bid Tabulation.pdf	
3. Hillsborough Contract 18122,3	Hillsborough Contract 18122,3.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Hillsborough County for Automated Metering

CONTACT INFORMATION: Ramsey Jimenez, MPA Senior Procurement Agent EMAIL: rjimenez@clermontfl.org Phone: (352) 241-7350	RFI No. 2212-009	ISSUED DATE: December 29, 2021
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>January 6, 2022 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Department: Public Services
- (b) Company Information: National Metering Services, Inc.
- (c) Contract Number and Title: RFQ 18122,3 Advanced Metering Infrastructure System
- (d) Length of Contract: Ten (10) years term
- (e) Product or Service Provided: Meter reading infrastructure

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

Notice of Intent to Shortlist - Request for Solutions RFQ 18122.3: Advanced Metering Infrastructure System

POSTED: June 11, 2019

RFQ 18122.3	Quotes Received 8	Invited Suppliers 441
Close Date 04/30/2019 14:00	Active Quotes 8	Intent to Participate 12
RFQ Currency USD	Shortlisted Quotes 3	Responded 8

Header

	BADGER METER INC Quote 232454	EMPIRE PIPE ORLANDO LLC Quote 232450	FORTILINE INC Quote 232304	IBT AMI SOLUTIONS LLC Quote 232413	ITRON INC Quote 232445	MUELLER SYSTEMS LLC Quote 232453	NATIONAL METERING SERVICES INC. Quote 232301	SENSUS USA INC Quote 232410
Supplier Site	FLIRMING, KORRINE	Mathis, James	SOLANO, KRIS	Testa, Joseph	AGI, RUSTY	SHORT, ANITA	VERDIRAMCO, RICH	MOORE, TYLER
Contact								
Quote Status	Active	Active	Active	Active	Active	Active	Active	Active
Shortlist Status	Included	Excluded	Excluded	Excluded	Excluded	Included	Included	Excluded
Quote Total								
Total Award Amount								
Time of Quote	04/30/2019 13:32	04/30/2019 11:34	04/30/2019 12:41	04/30/2019 9:50	04/30/2019 12:14	04/30/2019 13:11	04/30/2019 13:21	04/29/2019 16:23
Quote Valid Until								
Supplier's Quote Number	416279	18122				RFQ 18122		
Note to Buyer	Prices may be adjusted to a CPI escalation					Mueller Systems Response		
Attachments	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Title	BADGER METER INC Quote 232454	EMPIRE PIPE ORLANDO LLC Quote 232450	FORTILINE INC Quote 232304	IBT AMI SOLUTIONS LLC Quote 232413	ITRON INC Quote 232445	MUELLER SYSTEMS LLC Quote 232453	NATIONAL METERING SERVICES INC. Quote 232301	SENSUS USA INC Quote 232410
Requirements (View Scoring Criteria)								
Total Score		80	76	60	50	78	81	87
Notes								
Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Code of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: http://hillsborough.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC								
Price Evaluation								
Score	21	17	20	16	16	16	19	20
Net Proposed Price		21	17	20	16	16	19	20
Score	21	17	20	16	16	16	19	20
Technical Evaluation								
Score	69	58	40	34	59	65	68	69
Contractor's Understanding of the scope and objectives, technical approach, and work plan presented.								
Score	20	20	10	10	21	20	24	10
Quality of the Proposed Solution and its ability to achieve the County's objectives.								
Score	22	19	14	10	19	22	24	15
Contractor's Organization - Qualifications and Experience								
Score	20	19	14	14	15	20	20	17
Economic Development Evaluation								
Score	0	0	0	0	0	0	0	0
DM/DWBE/SBE Bonus Points								
Score	0	0	0	0	0	0	0	0
Affirmation								
Name of person submitting the Proposal	Korrine L. Fleming	James Mathis	Kris Solano	Joseph Testa	Many Archer	Cory Sides	Richard Verdiramco	Tyler Moore
Title of person submitting the Proposal	Assistant Secretary	Vice President	Municipal Account Manager	Division Manager	Senior Proposal Analyst	Metrology Strategic Account Executive	Business Development Director	Director of Sales - Key Accounts
I represent that I am at least eighteen (18) years of age.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
I represent that the printing of my name and the submission of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
I represent that I am either authorized to bind the Proposer, or that I am submitting the Proposal on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Proposal and that the information submitted is accurate.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The above-named Proposer affirms and declares:								
1. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.								
2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is, in all respects, fair and without collusion or fraud.								
3. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.								
4. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal, in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.								
5. That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed, the character, quality and quantity of materials, the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work, the general and local conditions, all difficulties to be encountered, and all other items which may in any way affect the performance of the Services and/or Work.								
6. That the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Proposal.								
7. Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in								

business operations in Cuba or Syria, (i) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (ii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Proposer hereby certifies that Proposer (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorneys' fees and/or costs.									
General Requirements									
Deviations: Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (termed by number) to the foregoing invitation to Bid upon which this Bid is based.	n/a	None		None	Iron proposes using our standard agreements as the basis for contracting this project. There is an existing agreement between the County and Iron that can be amended as needed to accommodate the additional hardware, software and services required for the	See Section 6. Exceptions and Clarifications in the attached response.	None		
In the event an Agreement is executed upon the award of this invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.	Send hard copy via U.S. Mail	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version
Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.	No	No	No	No	Yes	No	No	No	No
Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes
Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Schedule or Bidder's Qualifications/References 1									
1. Project Name:	Auburndale, FL	Allegro AMR/AMR System	City of Folsom	City of Mulberry	AMI System Project	Lee County (FL) Utilities	Water Meter Replacement Project	FlexNet AMI	
1. Contracted With:	Badger Meter, Inc.	Polk County BoCC	City of Folsom	City	City of North Miami Beach, FL	See Section 5. Qualifications and Experience in the attached response.	Seminole County Government	Fayetteville (NC) PWC	
1. Contact Person:	Ryan Williamson	Rachel Boedicker	Todd Elsing	Sharon Lauther	Karim Rossy, Utilities Engineering Manager	See Section 5. Qualifications and Experience in the attached response.	Robert Green	Corey Brown	
1. Address:	1300 Recker Highway, Auburndale, FL 33823	1011 Jim Keene Blvd, Winter Haven, FL 33880	50 Natoma Street, Folsom CA 95640	104 S. Church St. Mulberry, FL 33860	17011 NE 19th Avenue, First Floor North Miami Beach, FL 33162	See Section 5. Qualifications and Experience in the attached response.	Public Works Administration 200 West County Home Road Sanford, FL 32773	955 Old Fayetteville Road, Fayetteville, NC 28301	
1. Telephone Number:	863-965-5500	863-296-4127	916-355-7200	(863) 425-1125	305-948-2480 Ext 7962	See Section 5. Qualifications and Experience in the attached response.	(407) 655-2737	910-483-1382	
1. Fax Number:	863-965-5505					See Section 5. Qualifications and Experience in the attached response.	(407) 665-5600	NA	
1. E-mail Address:	rwillamson@auburndalefl.com	rachelboedicker@polk-county.net	teising@folsom.ca.us	slauther@cityofmulberry	Karim.Rossy@citynmb.com	See Section 5. Qualifications and Experience in the attached response.	rgreen08@seminolecountyfl.gov	corey.brown@faypwc.com	
1. Project Description:	ORION Cellular	County's converting to Allegro AMR and AMI. Currently has Allegro AMR until infrastructure is up and has about 4000 on Allegro AMI. Total will be 67,000 endpoints	AMI system deployment - 13,000 endpoints	Prime Contractor for a Master Meter drive by solution. Responsible for all facets of the project. The project went 3 weeks longer than expected and since then we have terminated relations with the sub-contractors due to poor performance.	Iron AMI fixed-based solution consisting of 33,000 water modules and 11,000 leak sensors.	See Section 5. Qualifications and Experience in the attached response.	Supply and install 11,000 residential Badger Meters and Orion ERTs, installation of backflow preventers (Dual Check Valves). Ext testing and recycling of all removed meters	Fayetteville PWC, one of the largest municipal utilities in NC, selected Sensus to provide AMI services to nearly 200,000 retail customers. Approximately 450 sq. miles are covered under the Sensus FlexNet using iPERL water meters. communication network. Integration to Oracle CC&B and customer is using	
1. Project Amount:	3000000	15000000	1040000	480000	11000000	21500000	1200000	35000000	
1. Project Period From:	03/01/2018	03/07/2018	01/01/2016	06/15/2016	03/01/2014	10/01/2014	01/02/2017	01/08/2015	
1. Project Period To:	12/01/2018	03/07/2022	01/01/2018	09/15/2016	01/01/2016	04/30/2019	11/15/2018	01/12/2017	
1. Indicate your firm's status on this project.	Prime Contractor	Prime Contractor	Prime Contractor	Prime Contractor	Prime Contractor	Subcontractor	Prime Contractor	Prime Contractor	
Schedule or Bidder's Qualifications/References 2									
2. Project Name:	Beaufort-Jasper Water and Sewer Authority, SC	Allegro AMR to AMI	Palagosa Area Water	Walnut Creek SUD AMI	OpenWay Riva AMI solution	Pace (FL) Water System, Inc.	Water Meter Replacement Project	Advanced Metering Infrastructure	
2. Contracted With:	Badger Meter, Inc.	Village of Palm Springs	Palagosa Area Water	Walnut Creek SUD	Tampa Electric Company (TECO)	See Section 5. Qualifications and Experience in the attached response.	City of St. Augustine	City of Lakeland, Florida	
2. Contact Person:	Mike Jones	Matt Hammond	Mike Medico	Steve Harris Utility Manager	Dan Lukic, Director of AMI	See Section 5. Qualifications and Experience in the attached response.	Sharon Whittner	Raymond Hoppenworth	
2. Address:	14 Snake Road, Okatie, SC 29909	225 Cypress Lane, Palm Springs, FL 33461	100 Lyn Avenue, Palagosa Springs, CO. 81157	1155 W Highway 199 Springtown, Texas 76082	820 S. 78th Street Tampa, FL 33618	See Section 5. Qualifications and Experience in the attached response.	City of St. Augustine P.O. Box 210 St. Augustine, FL 32085-0210	501 E Lemon Street, Lakeland, Florida 33801	
2. Telephone Number:	843-987-8011	561-641-3440	970-903-8531	(817) 220 7077	813-275-3280	See Section 5. Qualifications and Experience in the attached response.	(904) 825-1010	863-834-8303	
2. Fax Number:	n/a					See Section 5. Qualifications and Experience in the attached response.	(904) 825-1008	NA	

2. E-mail Address:		mikej@bjwsa.org	mhammond@vptl.org	mike@pawsd.org		dmukicc@tecoenergy.com	See Section 5. Qualifications and Experience in the attached response.	swithner@cityslaug.com	raymond.hoppenworth@lakelandgov.net
2. Project Description:		CRION Cellular	Upgrading from AMR to AMI 15,000 endpoints	AMI System Deployment – 15,000 endpoints	Installed complete AMI solution, 2000 SET/Diehl over 550 SQ Miles. Project included complete installation of meters with end point, interface with customers billing system, MDM and consumer portal. SmartEarth Technology was the prime on this project and is still an active project	TECO is currently deploying Itron's OpenWay Riva solution system wide totaling more than 800,000 endpoints.	See Section 5. Qualifications and Experience in the attached response.	Supply and Install 11,000 Neptune water meters and R900 ERT's. Exit test and recycle all removed water meters.	Phased implementation of nearly 200,000 water and electric meters in central Florida. Customer Information System is Oracle CC&B.
2. Project Amount:		7500000	3500000	675000	2056000	22000000	4000000	4025000	20000000
2. Project Period From:		06/01/2017	10/02/2017	01/01/2015	12/18/2018	03/01/2017	03/01/2016	01/04/2018	01/01/2010
2. Project Period To:		06/01/2020	09/30/2019	01/02/2017			04/30/2019	04/16/2021	01/01/2020
2. Indicate your firm's status on this project.		Prime Contractor	Prime Contractor	Prime Contractor		Prime Contractor	Subcontractor	Prime Contractor	Prime Contractor
Schedule of Bidders Qualifications/References 3									
3. Project Name:		Cape Fear Public Utility Authority, NC	Allegro AMI	Padre Dam Municipal Water District	Collier County Water Department	Meter Automation and Replacement Program	South Walton (FL) Utility Inc.	Water Meter and Endpoint Replacement Project	AMI
3. Contracted With:		Badger Meter, Inc.	Hendry County	Padre Dam Municipal Water District	County	City of Cleveland Water Department	See Section 5. Qualifications and Experience in the attached response.	Suez NA	Suez
3. Contact Person:		Todd Overturnff	Roger Greer	Art Oughton	Diana Dueni	Alex Margevicius, P.E., Commissioner	See Section 5. Qualifications and Experience in the attached response.	Scott Tuscano	Ed Hackney
3. Address:		235 Government Center Drive, Wilmington, NC 28403	3130 Utility Dr. LaBelle, FL 33935	9300 Fanita Parkway Santee, California 92072	3327 Tamiami Trail E, Naples, FL 34112	1201 Lakeside Avenue Cleveland, OH 44114	See Section 5. Qualifications and Experience in the attached response.	89 Devco Place Hackensack, NJ 07601	461 From Rd. Suite 400 Paramus, NJ 07652
3. Telephone Number:		910-332-6486	863-675-5376	619-258-4728	(512) 788-2081	216-664-2444 Ext.5700	See Section 5. Qualifications and Experience in the attached response.	201-525-3685	201-913-3406
3. Fax Number:		nila					See Section 5. Qualifications and Experience in the attached response.		NA
3. E-mail Address:		todd.overturnff@cfpusa.org	rgreen@hendryfla.net	aoughton@padre.org	dianadueni@collier.gov.net	alex@clevelandwater.com	See Section 5. Qualifications and Experience in the attached response.	scott.tuscano@suez.com	ed.hackney@suez.com
3. Project Description:		CRION ME and Cellular (large meters only)	Upgraded from AMR to Harmony Allegro AMI. Total: 3,500 endpoints	AMI System deployment 20,000 endpoints	Vanguard was the installation company for this one.	The system consists of approximately 390,000 water meters, 71 Collectors and 209 Repeaters. Itron was responsible for the supply and installation of all hardware and software purchased by the City, and managed field installation using subcontractors.	See Section 5. Qualifications and Experience in the attached response.	Installation of 90,000 plus Sensus FlexNet ERTs and Neptune water meters throughout Bergen County, NJ.	Suez is currently implementing FlexNet across multiple locations throughout New Jersey, New York, Maryland and Pennsylvania. The total deployment currently consists of over 300,000 FlexNet SmartPoints with the goal of deploying nearly 600,000 within the next 2-3 years.
3. Project Amount:		10200000	600000	2750000		70000000	2500000	8000000	45000000
3. Project Period From:		01/01/2017	05/18/2017	01/01/2016	01/15/2015	12/15/2010	11/01/2015	01/04/2016	01/01/2014
3. Project Period To:		12/01/2020	09/30/2020	01/01/2018	01/15/2018	08/15/2014	04/30/2019	12/17/2021	01/01/2023
3. Indicate your firm's status on this project.		Prime Contractor	Prime Contractor	Prime Contractor	Subcontractor	Prime Contractor	Subcontractor	Prime Contractor	Prime Contractor
Submission Checklist									
The following items are uploaded and made part of this submission: 1. Substitute W-9 2. Trade License(s) if required 3. Equal Employment Opportunity Workforce Analysis 4. Affirmative Action Policy Statement 5. Attach and submit your proposed solution. 6. Attach and submit the Lump Sum detailed cost breakdown of your proposed solution.		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

File Download Time 06/11/2019 14:00

Notice of Intent to Shortlist - Request for Solutions RFQ 18122,3: Advanced Metering Infrast

RFQ 18122,3	Quotes Received 8	Invited Suppliers 441
Close Date 04/30/2019 14:00	Active Quotes 8	Intent to Participate 12
RFQ Currency USD	Shortlisted Quotes 3	Responded 8

Lines

Number of Awarded Lines	0	Total Current Value		Total Savings Amount	
Number of Awarded Suppliers	0	Total Award Amount		Total Savings Percent	

1 Total cost of proposed solution. (Attach and submit the lump sum breakdown with your bid)

Line Type	Quantity	Unit	Lump Sum	Quantity Agreed	
Item, Rev / Job		Start Price	Award Amount	Award Amount	
Category 890.44		Current Price	Savings Amount	Savings Amount	
			Savings Percent	Savings Percent	

	Target Value	BADGER METER INC Quote 232454	EMPIRE PIPE ORLANDO LLC Quote 232450	FORTILINE INC Quote 232304	IBT AMI SOLUTIONS LLC Quote 232413	ITRON INC Quote 232445	MUELLER SYSTEMS LLC Quote 232453	NATIONAL METERING SERVICES INC. Quote 232301	SENSUS USA INC Quote 232410
Supplier Site									
Quote Status		Active	Active	Active	Active	Active	Active	Active	Active
Shortlist Status		Included	Excluded	Excluded	Excluded	Excluded	Included	Included	Excluded
Quote Price		1984528.6	2481651.04	2114610.96	2647051.45	2256080	2580070.07	2194108	1381565
Unit Price Savings									
Unit Price Savings Percent									
Minimum Release Amount									
Award		No	No	No	No	No	No	No	No
Quantity Agreed									
Award Amount									
Award/Reject Reason									
Note to Buyer									
Attachments		No	No	No	No	No	No	Yes	No

File Download Time 06/11/2019 14:00

Notice of Intent to Award: RFS - 18122,3
Project Title: Advanced Metering Infrastructure System

POSTED: July 1, 2019

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the proposer identified by bold borders is being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details:

<http://hcflgov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC>

EVALUATION SCORE SHEET ORAL PRESENTATIONS RANKING		Possible Score 30 Points	National Metering Services Inc.	Badger Meter Inc.	Muller Systems LLC
1	Provide a brief overview of the team you are proposing for this contract including their relevant qualifications and experience	10	8	6	6
2	Team's understanding of the scope and objectives, technical approach and work plan presented.	10	8	7	5
3	Willingness and ability to achieve the County's objectives, manage project workload, and meet schedule.	10	8	6	5
TOTAL -->		<u>30</u>	24	19	16
Final Ranking			1	2	3



Agenda Item Cover Sheet

Agenda Item N^o. A-58

Meeting Date 5/6/2020

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Subject: Award and execute a 10 year Agreement and Software-as-a-Service Agreement to upgrade the County's existing meter infrastructure to a system using an advanced metering infrastructure (18122,3) for the Water Resources Department at a total cost of \$20,000,000.00.			
Department Name: Procurement Services			
Contact Person: Scott Stromer		Contact Phone: 301-7095	
Sign-Off Approvals:			
Bonnie Wise		Scott Stromer	
4/24/2020		4/23/2020	
Assistant County Administrator		Department Director	
Kevin Brickey		Orlando Perez	
4/24/2020		4/23/2020	
Management and Budget –		County Attorney –	
Approved as to Financial Impact Accuracy		Approved as to Legal Sufficiency	
N/A		N/A	
Deputy County Administrator		Date	

Staff's Recommended Board Motion:

Award and execute a 10 year agreement and a software-as-a-service agreement with National Metering Services, Inc., to upgrade the County's existing meter infrastructure to a system using an advanced metering infrastructure (18122,3) for the Water Resources Department at a total cost of \$20,000,000.00. The County is currently responsible for approximately 3,181 commercial meters and 192,929 residential meters, of which approximately 190,000 are read manually and approximately 6,110 are read using vehicle equipped meter reading devices. The new system will allow data collection through mobile and fixed network systems, which will provide immediate consumption analysis, monitoring of meter reading operations, and provide customers with more accurate billing statements. The new software solution will interface with the County's existing utility billing system and will automatically adapt to the County's population growth without requiring additional staffing, manual meter reading, or use of drive-by reading devices. In this case, there were no Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) firms and no Registered Small Business Enterprise (SBE) firms for the specified services; therefore, no participation goal or set-aside was established for this procurement. Although no participation goal or set-aside was established, the opportunity to submit a bid as a prime vendor is always available to interested firms, including Certified DM/DWBE and Registered SBE firms. Funding for this procurement is available in the requesting departments' approved budget, and purchase orders will only be issued against approved budgets.

Financial Impact Statement:

Funding for this procurement is available in the requesting departments' approved budget, and purchase orders will only be issued against approved budgets.

Background:

The initial phase of this project will involve upgrading approximately 8,100 meters at an estimated cost of \$2,194,551.00, which will include all materials, installation, maintenance, software, a customer portal, and training. The recommended award amount is consistent with the requesting department's estimated budget for project. Effective competition and transparency were achieved through the use of competitive

sealed proposals for this procurement; and the requesting department deemed the pricing to be fair and reasonable. The resulting contract is available to the Hillsborough County Governmental Purchasing Council.

DELEGATIONS TO DIRECTOR OF PROCUREMENT:

[Y] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract

[Y] Unilateral Extensions

[N] Unilateral Renewals

[N] Additional Purchase Option(s)

List Attachments: Award Recommendation, RFP Evaluation Summary, Notice of Intent to Shortlist, Notice of Intent to Award, Economic Development Memorandum, National Metering Services Proposal, Agreement, Software-as-a-Service Agreement



Hillsborough County Florida

PUBLIC UTILITIES

PO Box 1110 Tampa, FL 33601-1110

MEMORANDUM

DATE: July 01, 2019

TO: Angel Concepcion, Senior Procurement Analyst, Procurement Services

FROM: Gary Hunter, Manager III, Public Utilities Department
Chairperson, Evaluation Committee

SUBJECT: Final Recommendation for RFO 18122.3, AMI System

The Request for Solutions (RFS) Evaluation Committee (EC) was comprised of four voting members representing the Public Utilities Department (PUD) Client Services Group (CSG) based on their knowledge, experience, and skills related to utility meter reading and billing. The EC voting members were:

Gary Hunter, Manager III, CSG Operations (Chairperson)
Courtney Alexander, Manager II, System Support
Jason Chapas, Manager, CSG Field Operations
Mario Acevedo, Supervisor, CSG Meter Reading Operations

Advising the EC throughout the process were the following non-voting members from PUD and the Information and Innovation Office (IIO):

Kenneth Williams, Supervisor, PUD Meter Shop
Jason Graves, Support Analyst, IIO
Jonathon McCary, Manager Plans, PUD
Roger Castro, Client Services, Group Manager
Koni Cassini, Division Director, Enterprise Solutions, PUD

On June 26 and 28, 2019, the EC met to evaluate three presentations from shortlisted proposers to determine which one met and/or exceeded Hillsborough's Automated Metering needs. The EC discussed and scored the three presentations based on the parameters as published in the RFS. A summary of the discussion is provided below.

Badger Meter Inc. – The proposer demonstrated a great understanding of Hillsborough's objectives and proposed product and services. Use of a cellular based system does meet the objective of minimal infrastructure but the committee was hesitant to trust the coverage and reliability of the AT&T network. Experience and references within Florida were considered a

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Michael S. Merrill

COUNTY ATTORNEY

Christine M. Beck

INTERNAL AUDITOR

Peggy Caskey

CHIEF DEVELOPMENT & INFRASTRUCTURE SERVICES

ADMINISTRATOR

Lucia E. Garsys

smaller scale to our project but indicates a durable and reliable product none-the-less. The EC felt the "hosting" capabilities fell short or were in the least not fully explained. The presenter spent most of his time reading questions and answers from a written page. Those questions, while important, should probably have been a supplement to the presentation, not the focus. The EC was particularly concerned with the product not having a true drive-by backup.

Mueller Systems LLC - The proposer demonstrated a technologically sound product but the solutions proposed also seemed to have a lot of infrastructure and support needs that would be incumbent upon Hillsborough to provide. The EC appreciates the effectiveness of using a LoRa based system but the objective of a turn-key hosted system was not met. The proposer had various supplemental products but the EC was not convinced that the base 5/8" meter with Nicor connected AMI infrastructure would meet our physical needs. The strength and security of the system bolstered by the use of Amazon Web Services is desirable, but this is not the only proposer using AWS (or LoRa.)

National Metering Services Inc. - The general consensus of the EC is that their proposal demonstrated a great understanding of Hillsborough's objectives. Their proposed products and services fully meet our requested needs. Experience and references within Florida indicate a durable and reliable product in a strong market. Their Head End operating system seems to be a strong fit with our Oracle CCS and proposed C2M systems. Host services demonstrated were top tier. All of these services coupled with their LoRa communications system were unmatched by any other proposer.

Following the foregoing discussions, the EC completed a consensus scoring of the responsive proposal based on the non-pricing parameters as published in the RFP. The EC's scoring for the proposal is evidenced and attested by the attached Consensus Scoring form.

Based on the final scoring of all parameters prescribed in the subject RFP, and as evidenced in their presentation, the EC jointly selects National Metering services as the preferred provider.

If you need any further information or clarification, please contact me at 813-612-7725.

cc: EC Members



**Hillsborough
County Florida**

PUBLIC UTILITIES

PO Box 1110 Tampa, FL 33601-1110

MEMORANDUM

DATE: June 07, 2019

TO: Angel Concepcion, Senior Procurement Analyst, Procurement Services

 **FROM:** Gary Hunter, Manager III, Public Utilities Department
Chairperson, Evaluation Committee

SUBJECT: Final Recommendation for RFO 18122,3, AMI System

The Request for Solutions (RFS) Evaluation Committee (EC) was comprised of four voting members representing the Public Utilities Department (PUD) Client Services Group (CSG) based on their knowledge, experience, and skills related to utility meter reading and billing. The EC voting members were:

Gary Hunter, Manager III, CSG Operations (Chairperson)
Courtney Alexander, Manager II, System Support
Jason Chapas, Manager, CSG Field Operations
Mario Acevedo, Supervisor, CSG Meter Reading Operations

Advising the EC throughout the process were the following non-voting members from PUD and the Information and Innovation Office (IIO):

Kenneth Williams, Supervisor, PUD Meter Shop
Jason Graves, Support Analyst, IIO
Dr. Jonathon McCary, Manager, Planning, PUD
Roger Castro, Group Manager
Koni Cassini, Division Director, Enterprise Solutions, PUD

On June 07, 2019, the EC met to evaluate eight proposals received to determine if they met the minimum qualifications prescribed in the solicitation. The EC discussed and scored the eight responsive proposals based on the non-pricing parameters as published in the RFS. A summary of the discussion is provided below.

Badger Meter Inc. – The general consensus of the EC is that their proposal demonstrated a great understanding of Hillsborough's objectives. Their proposed product and services would fully meet our requested needs. Specific examples are their 2-way communications via cellular

**BOARD OF COUNTY
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Peggy Caskey

**CHIEF DEVELOPMENT &
INFRASTRUCTURE SERVICES
ADMINISTRATOR**

Lucia E. Garsys

technology and encoded registers, plus their cloud-based hosted systems. Experience and references within Florida indicate a durable and reliable product.

Empire Pipe Orlando LLC – did not offer the turn-key product we were looking for. It was not all-in-one, relying on Hillsborough to provide equipment and pay other utilities for use of their poles for electronic components. This product did not seem to be in tune with the needs of a water-centric utility.

Fortiline Inc. – Proposal was non-specific to Hillsborough’s needs and environment. We felt there was a lot of extraneous information.

IBT AMI Solutions LLC - Proposal was non-specific to Hillsborough’s needs and environment. References to a like utility and like size were not there. The Committee was not convinced that this proposer could handle a water-specific job of this size.

Itron INC – Experienced and advanced but the Committee prefers an all in on solution and vendor. In this proposal, Hillsborough would be responsible for lease fees and electricity costs. Pricing was not conclusive and left room for unexpected system costs.

Mueller Systems LLC - The general consensus of the EC is that their proposal demonstrated a good understanding of Hillsborough’s objectives and proposed product and services that could meet our requested needs. Product technology and advancement seemed to be a focus and may prove beneficial downline. Particular benefits included 2-way communication, SaaS integration with Oracle CC&B, and 24-hour system monitoring and support. Of special note was a 20-year warranty on the battery life of meters transmitters.

National Metering Services Inc. - The general consensus of the EC is that their proposal demonstrated a great understanding of Hillsborough’s objectives and proposed product and services that would fully meet our requested needs. Experience and multiple references within Florida indicate a durable and reliable product. Has after-hours, emergency support. Offers PD meters as well as ultrasonic. Advanced technology using LoRa. As a bonus, they offer credits for recycling of old meters that would substantially reduce costs.

Sensus USA Inc. – This Committee was not accepting of the meter proposed fearing that the plastic components would not withstand the rigors of the environment nor the physical demands of maintenance and installations. The one Florida reference did not use the product proposed. Their Network as a Service seemed more in-tune to the needs of an electric company rather than that of a water-centric utility as Hillsborough.

Following the foregoing discussions, the EC completed a consensus scoring of the responsive proposal based on the non-pricing parameters as published in the RFP. The EC's scoring for the proposal is evidenced and attested by the attached Consensus Scoring form.

Based on the final scoring of all parameters prescribed in the subject RFP, the EC jointly recommends that Badger Meter Inc., National Metering Inc., and Mueller Systems LLC be extended invitations to present their product in person to the EC for further evaluation.

If you need any further information or clarification, please contact me at 813-612-7725.

cc: Beth Schinella, Interim Director, Public Utilities Department
Evaluation Committee Members

Notice of Intent to Shortlist - Request for Solutions RFQ 18122.3: Advanced Metering Infrastructure System

POSTED: June 11, 2019

RFQ 18122.3	Quotes Received 8	Invited Suppliers 441
Close Date 04/30/2019 14:00	Active Quotes 8	Intent to Participate 12
RFQ Currency USD	Shortlisted Quotes 3	Responded 8

Header

	BADGER METER INC Quote 232454	EMPIRE PIPE ORLANDO LLC Quote 232450	FORTILINE INC Quote 232304	IBT AMI SOLUTIONS LLC Quote 232413	ITRON INC Quote 232445	MUELLER SYSTEMS LLC Quote 232453	NATIONAL METERING SERVICES INC. Quote 232301	SENSUS USA INC Quote 232410
Supplier Site	FLIRMING, KORRINE	Mathis, James	SOLANO, KRIS	Testa, Joseph	AGI, RUSTY	SHORT, ANITA	VERDIRAMCO, RICH	MOORE, TYLER
Contact								
Quote Status	Active	Active	Active	Active	Active	Active	Active	Active
Shortlist Status	Included	Excluded	Excluded	Excluded	Excluded	Included	Included	Excluded
Quote Total								
Total Award Amount								
Time of Quote	04/30/2019 13:32	04/30/2019 11:34	04/30/2019 12:41	04/30/2019 9:50	04/30/2019 12:14	04/30/2019 13:11	04/30/2019 13:21	04/29/2019 16:23
Quote Valid Until								
Supplier's Quote Number	416279	18122				RFQ 18122		
Note to Buyer	Prices may be adjusted to a CPI escalation					Mueller Systems Response		
Attachments	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Title	BADGER METER INC Quote 232454	EMPIRE PIPE ORLANDO LLC Quote 232450	FORTILINE INC Quote 232304	IBT AMI SOLUTIONS LLC Quote 232413	ITRON INC Quote 232445	MUELLER SYSTEMS LLC Quote 232453	NATIONAL METERING SERVICES INC. Quote 232301	SENSUS USA INC Quote 232410
Requirements (View Scoring Criteria)								
Total Score		80	76	60	50	78	81	87
Notes								
Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: http://hillsborough.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC								
Price Evaluation								
Score	21	17	20	16	16	16	19	20
Net Proposed Price		21	17	20	16	16	19	20
Score	21	17	20	16	16	16	19	20
Technical Evaluation								
Score	69	58	40	34	59	65	68	69
Contractor's Understanding of the scope and objectives, technical approach, and work plan presented.								
Score	20	20	10	10	21	20	24	10
Quality of the Proposed Solution and its ability to achieve the County's objectives.								
Score	22	19	14	10	19	22	24	15
Contractor's Organization - Qualifications and Experience								
Score	20	19	14	14	15	20	20	17
Economic Development Evaluation								
Score	0	0	0	0	0	0	0	0
DM/DWBE/SBE Bonus Points								
Score	0	0	0	0	0	0	0	0
Affirmation								
Name of person submitting the Proposal	Korinne L. Fleming	James Mathis	Kris Solano	Joseph Testa	Many Archer	Cory Sides	Richard Verdiramco	Tyler Moore
Title of person submitting the Proposal	Assistant Secretary	Vice President	Municipal Account Manager	Division Manager	Senior Proposal Analyst	Metrology Strategic Account Executive	Business Development Director	Director of Sales - Key Accounts
I represent that I am at least eighteen (18) years of age.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
I represent that the printing of my name and the submission of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
I represent that I am either authorized to bind the Proposer, or that I am submitting the Proposal on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Proposal and that the information submitted is accurate.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The above-named Proposer affirms and declares:								
1. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.								
2. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is, in all respects, fair and without collusion or fraud.								
3. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.								
4. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal, in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.								
5. That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed, the character, quality and quantity of materials, the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work, the general and local conditions, all difficulties to be encountered, and all other items which may in any way affect the performance of the Services and/or Work.								
6. That the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Proposal.								
7. Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in								

business operations in Cuba or Syria, (i) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (ii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Proposer hereby certifies that Proposer (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorneys' fees and/or costs.									
General Requirements									
Deviations: Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (termed by number) to the foregoing invitation to Bid upon which this Bid is based.	n/a	None		None	Iron proposes using our standard agreements as the basis for contracting this project. There is an existing agreement between the County and Iron that can be amended as needed to accommodate the additional hardware, software and services required for the	See Section 6. Exceptions and Clarifications in the attached response.	None		
In the event an Agreement is executed upon the award of this invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.	Send hard copy via U.S. Mail	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version	Send electronic version
Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.	No	No	No	No	Yes	No	No	No	No
Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes
Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes
Schedule of Bidder's Qualifications/References 1									
1. Project Name:	Auburndale, FL	Allegro AMR/AMR System	City of Folsom	City of Mulberry	AMI System Project	Lee County (FL) Utilities	Water Meter Replacement Project	FlexNet AMI	
1. Contracted With:	Badger Meter, Inc.	Polk County BoCC	City of Folsom	City	City of North Miami Beach, FL	See Section 5. Qualifications and Experience in the attached response.	Seminole County Government	Fayetteville (NC) PWC	
1. Contact Person:	Ryan Williamson	Rachel Boedicker	Todd Elsing	Sharon Lauther	Karim Rossy, Utilities Engineering Manager	See Section 5. Qualifications and Experience in the attached response.	Robert Green	Corey Brown	
1. Address:	1300 Recker Highway, Auburndale, FL 33823	1011 Jim Keene Blvd, Winter Haven, FL 33880	50 Natoma Street, Folsom CA 95640	104 S. Church St. Mulberry, FL 33860	17011 NE 19th Avenue, First Floor North Miami Beach, FL 33162	See Section 5. Qualifications and Experience in the attached response.	Public Works Administration 200 West County Home Road Sanford, FL 32773	955 Old Fayetteville Road, Fayetteville, NC 28301	
1. Telephone Number:	863-965-5500	863-296-4127	916-355-7200	(863) 425-1125	305-948-2480 Ext 7962	See Section 5. Qualifications and Experience in the attached response.	(407) 655-2737	910-483-1382	
1. Fax Number:	863-965-5505					See Section 5. Qualifications and Experience in the attached response.	(407) 665-5600	NA	
1. E-mail Address:	rwillamson@auburndalefl.com	rachelboedicker@polk-county.net	teising@folsom.ca.us	slauther@cityofmulberry	Karim.Rossy@citynmb.com	See Section 5. Qualifications and Experience in the attached response.	rgreen08@seminolecountyfl.gov	corey.brown@faypwc.com	
1. Project Description:	ORION Cellular	County's converting to Allegro AMR and AMI. Currently has Allegro AMR until infrastructure is up and has about 4000 on Allegro AMI. Total will be 67,000 endpoints	AMI system deployment - 13,000 endpoints	Prime Contractor for a Master Meter drive by solution. Responsible for all facets of the project. The project went 3 weeks longer than expected and since then we have terminated relations with the sub-contractors due to poor performance.	Iron AMI fixed-based solution consisting of 33,000 water modules and 11,000 leak sensors.	See Section 5. Qualifications and Experience in the attached response.	Supply and install 11,000 residential Badger Meters and Orion ERTs, installation of backflow preventers (Dual Check Valves). Ext testing and recycling of all removed meters	Fayetteville PWC, one of the largest municipal utilities in NC, selected Sensus to provide AMI services to nearly 200,000 retail customers. Approximately 450 sq. miles are covered under the Sensus FlexNet using iPERL water meters. communication network. Integration to Oracle CC&B and customer is using	
1. Project Amount:		3000000	15000000	1040000	480000	11000000	21500000	1200000	35000000
1. Project Period From:		03/01/2018	03/07/2018	01/01/2016	06/15/2016	03/01/2014	10/01/2014	01/02/2017	01/08/2015
1. Project Period To:		12/01/2018	03/07/2022	01/01/2018	09/15/2016	01/01/2016	04/30/2019	11/15/2018	01/12/2017
1. Indicate your firm's status on this project.	Prime Contractor	Prime Contractor	Prime Contractor	Prime Contractor	Prime Contractor	Subcontractor	Prime Contractor	Prime Contractor	
Schedule of Bidder's Qualifications/References 2									
2. Project Name:	Beaufort-Jasper Water and Sewer Authority, SC	Allegro AMR to AMI	Palagosa Area Water	Walnut Creek SUD AMI	OpenWay Riva AMI solution	Pace (FL) Water System, Inc.	Water Meter Replacement Project	Advanced Metering Infrastructure	
2. Contracted With:	Badger Meter, Inc.	Village of Palm Springs	Palagosa Area Water	Walnut Creek SUD	Tampa Electric Company (TECO)	See Section 5. Qualifications and Experience in the attached response.	City of St. Augustine	City of Lakeland, Florida	
2. Contact Person:	Mike Jones	Matt Hammond	Mike Medico	Steve Harris Utility Manager	Dan Lukic, Director of AMI	See Section 5. Qualifications and Experience in the attached response.	Sharon Whittner	Raymond Hoppenworth	
2. Address:	14 Snake Road, Okatie, SC 29909	225 Cypress Lane, Palm Springs, FL 33461	100 Lyn Avenue, Palagosa Springs, CO. 81157	1155 W Highway 199 Springtown, Texas 76082	820 S. 78th Street Tampa, FL 33618	See Section 5. Qualifications and Experience in the attached response.	City of St. Augustine P.O. Box 210 St. Augustine, FL 32085-0210	501 E Lemon Street, Lakeland, Florida 33801	
2. Telephone Number:	843-987-8011	561-641-3440	970-903-8531	(817) 220 7077	813-275-3280	See Section 5. Qualifications and Experience in the attached response.	(904) 825-1010	863-834-8303	
2. Fax Number:	n/a					See Section 5. Qualifications and Experience in the attached response.	(904) 825-1008	NA	

2. E-mail Address:		mikej@bjwsa.org	mhammond@vptl.org	mike@pawisd.org		dmukicc@tecoenergy.com	See Section 5. Qualifications and Experience in the attached response.	swithner@cityslaug.com	raymond.hoppenworth@lakelandgov.net
2. Project Description:		CRION Cellular	Upgrading from AMR to AMI 15,000 endpoints	AMI System Deployment – 15,000 endpoints	Installed complete AMI solution, 2000 SET/Diehl over 550 SQ Miles. Project included complete installation of meters with end point, interface with customers billing system, MDM and consumer portal. SmartEarth Technology was the prime on this project and is still an active project	TECO is currently deploying Itron's OpenWay Riva solution system wide totaling more than 800,000 endpoints.	See Section 5. Qualifications and Experience in the attached response.	Supply and Install 11,000 Neptune water meters and R900 ERT's. Exit test and recycle all removed water meters.	Phased implementation of nearly 200,000 water and electric meters in central Florida. Customer Information System is Oracle CC&B.
2. Project Amount:		7500000	3500000	675000	2056000	22000000	4000000	4025000	20000000
2. Project Period From:		06/01/2017	10/02/2017	01/01/2015	12/18/2018	03/01/2017	03/01/2016	01/04/2018	01/01/2010
2. Project Period To:		06/01/2020	09/30/2019	01/02/2017			04/30/2019	04/16/2021	01/01/2020
2. Indicate your firm's status on this project.		Prime Contractor	Prime Contractor	Prime Contractor		Prime Contractor	Subcontractor	Prime Contractor	Prime Contractor
Schedule of Bidders Qualifications/References 3									
3. Project Name:		Cape Fear Public Utility Authority, NC	Allegro AMI	Padre Dam Municipal Water District	Collier County Water Department	Meter Automation and Replacement Program	South Walton (FL) Utility Inc.	Water Meter and Endpoint Replacement Project	AMI
3. Contracted With:		Badger Meter, Inc.	Hendry County	Padre Dam Municipal Water District	County	City of Cleveland Water Department	See Section 5. Qualifications and Experience in the attached response.	Suez NA	Suez
3. Contact Person:		Todd Overturnff	Roger Greer	Art Oughton	Diana Dueni	Alex Margevicius, P.E., Commissioner	See Section 5. Qualifications and Experience in the attached response.	Scott Tuscano	Ed Hackney
3. Address:		235 Government Center Drive, Wilmington, NC 28403	3130 Utility Dr. LaBelle, FL 33935	9300 Fanita Parkway Santee, California 92072	3327 Tamiami Trail E, Naples, FL 34112	1201 Lakeside Avenue Cleveland, OH 44114	See Section 5. Qualifications and Experience in the attached response.	89 Devco Place Hackensack, NJ 07601	461 From Rd. Suite 400 Paramus, NJ 07652
3. Telephone Number:		910-332-6486	863-675-5376	619-258-4728	(512) 788-2081	216-664-2444 Ext.5700	See Section 5. Qualifications and Experience in the attached response.	201-525-3685	201-913-3406
3. Fax Number:		n/a					See Section 5. Qualifications and Experience in the attached response.		NA
3. E-mail Address:		todd.overturnff@cfpusa.org	rgreen@hendryfla.net	aoughton@padre.org	dianadueni@collier.gov.net	alex@clevelandwater.com	See Section 5. Qualifications and Experience in the attached response.	scott.tuscano@suez.com	ed.hackney@suez.com
3. Project Description:		CRION ME and Cellular (large meters only)	Upgraded from AMR to Harmony Allegro AMI. Total: 3,500 endpoints	AMI System deployment 20,000 endpoints	Vanguard was the installation company for this one.	The system consists of approximately 390,000 water meters, 71 Collectors and 209 Repeaters. Itron was responsible for the supply and installation of all hardware and software purchased by the City, and managed field installation using subcontractors.	See Section 5. Qualifications and Experience in the attached response.	Installation of 90,000 plus Sensus FlexNet ERT's and Neptune water meters throughout Bergen County, NJ.	Suez is currently implementing FlexNet across multiple locations throughout New Jersey, New York, Maryland and Pennsylvania. The total deployment currently consists of over 300,000 FlexNet SmartPoints with the goal of deploying nearly 600,000 within the next 2-3 years.
3. Project Amount:		10200000	600000	2750000		70000000	2500000	8000000	45000000
3. Project Period From:		01/01/2017	05/18/2017	01/01/2016	01/15/2015	12/15/2010	11/01/2015	01/04/2016	01/01/2014
3. Project Period To:		12/01/2020	09/30/2020	01/01/2018	01/15/2018	08/15/2014	04/30/2019	12/17/2021	01/01/2023
3. Indicate your firm's status on this project.		Prime Contractor	Prime Contractor	Prime Contractor	Subcontractor	Prime Contractor	Subcontractor	Prime Contractor	Prime Contractor
Submission Checklist									
The following items are uploaded and made part of this submission: 1. Substitute W-9 2. Trade License(s) if required 3. Equal Employment Opportunity Workforce Analysis 4. Affirmative Action Policy Statement 5. Attach and submit your proposed solution. 6. Attach and submit the Lump Sum detailed cost breakdown of your proposed solution.		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

File Download Time 06/11/2019 14:00

Notice of Intent to Shortlist - Request for Solutions RFQ 18122,3: Advanced Metering Infrast

RFQ 18122,3	Quotes Received 8	Invited Suppliers 441
Close Date 04/30/2019 14:00	Active Quotes 8	Intent to Participate 12
RFQ Currency USD	Shortlisted Quotes 3	Responded 8

Lines

Number of Awarded Lines	0	Total Current Value		Total Savings Amount	
Number of Awarded Suppliers	0	Total Award Amount		Total Savings Percent	

1 Total cost of proposed solution. (Attach and submit the lump sum breakdown with your bid)

Line Type	Quantity	Unit	Lump Sum	Quantity Agreed	
Item, Rev / Job		Start Price	Award Amount	Award Amount	
Category 890.44		Current Price	Savings Amount	Savings Amount	
			Savings Percent	Savings Percent	

	Target Value	BADGER METER INC Quote 232454	EMPIRE PIPE ORLANDO LLC Quote 232450	FORTILINE INC Quote 232304	IBT AMI SOLUTIONS LLC Quote 232413	ITRON INC Quote 232445	MUELLER SYSTEMS LLC Quote 232453	NATIONAL METERING SERVICES INC. Quote 232301	SENSUS USA INC Quote 232410
Supplier Site									
Quote Status		Active	Active	Active	Active	Active	Active	Active	Active
Shortlist Status		Included	Excluded	Excluded	Excluded	Excluded	Included	Included	Excluded
Quote Price		1984528.6	2481651.04	2114610.96	2647051.45	2256080	2580070.07	2194108	1381565
Unit Price Savings									
Unit Price Savings Percent									
Minimum Release Amount									
Award		No	No	No	No	No	No	No	No
Quantity Agreed									
Award Amount									
Award/Reject Reason									
Note to Buyer									
Attachments		No	No	No	No	No	No	Yes	No

File Download Time 06/11/2019 14:00

Notice of Intent to Award: RFS - 18122,3
Project Title: Advanced Metering Infrastructure System

POSTED: July 1, 2019

Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the proposer identified by bold borders is being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details:

<http://hcflgov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC>

EVALUATION SCORE SHEET ORAL PRESENTATIONS RANKING		Possible Score 30 Points	National Metering Services Inc.	Badger Meter Inc.	Muller Systems LLC
1	Provide a brief overview of the team you are proposing for this contract including their relevant qualifications and experience	10	8	6	6
2	Team's understanding of the scope and objectives, technical approach and work plan presented.	10	8	7	5
3	Willingness and ability to achieve the County's objectives, manage project workload, and meet schedule.	10	8	6	5
TOTAL -->		<u>30</u>	24	19	16
Final Ranking			1	2	3



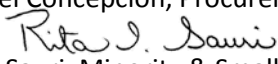
ECONOMIC DEVELOPMENT

PO Box 1110 Tampa, FL 33601-1110

(813) 272-7232 | Fax: (813) 276-2638

DATE: June 10, 2019

TO: Angel Concepcion, Procurement Services

FROM: 
Rita Sauri, Minority & Small Business Special Projects Coordinator

SUBJECT: Disadvantaged Minority/Disadvantaged Women Business Enterprise Program
Compliance Review

PROJECT: RFQ 18122,3: Advanced Metering Infrastructure System

The Economic Development Department has reviewed the responses for the County's Request for Qualifications (RFQ), Project No. 18122,3: Advanced Metering Infrastructure System. The responses were reviewed to assess their compliance with the County's Disadvantaged Minority/Disadvantaged Women Business Enterprise Program (DM/DWBE) as set forth in Attachment A of the RFQ.

Attachment A offers a proposer one level of potential participation for RFQ's by which the proposer may receive bonus points. The proposer submits a statement by his/her RFQ which certifies that a minimum of 10% of its ultimate fee will be subcontracted to a certified DM/DWBE Professional Consulting Firm for which the proposer can receive five bonus points.

Eight firms submitted proposals for DM/DWBE bonus points review. The scores for these firms are provided as follows:

June 10, 2019

1. Badger Meter, Inc.: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

2. Empire Pipe Orlando, LLC: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

3. Fortiline, Inc: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

4. IBT AMI Solutions, LLC: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

5. Itron, Inc: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

6. Mueller Systems, LLC: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

7. National Metering Services, Inc: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

8. Sensus USA, Inc: 0 points

The firm did not proposed subcontracting a minimum of 10% of its ultimate fee for this project to certified DM/DWBE firms.

Request for Solutions 18122,3:232301

Title **Advanced Metering Infrastructure System**
 Amendment Date **15-APR-2019 14:04:57**
 Amendment Description **An amendment is being issued for the following reason: Attached zip file titled Hillsborough AMI System Files to assist Bidders with the list of Meter Addresses that were provided in Adobe format.**

Close Date **30-APR-2019 14:00:00** Open Date **15-APR-2019 14:04:58**
 Time Zone **Eastern Time**
 Response Status **Active**

Your response has been submitted to:

Company	HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
Buyer	Matthews, Janice
Location	BOCCOU
	601 E Kennedy Blvd
	Tampa, FL
	United States
Phone	813-301-7084
Fax	
Email	MatthewsJ@hillsboroughcounty.org

Your information is:

Your Company Name	NATIONAL METERING SERVICES INC.
Your Company Site	
Address	163 SCHUYLER AVE
	KEARNY, NJ 07032
	United States
Contact Details	VERDIRAMO, RICH

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 2.2 Line Details.....11

 2.2.1 Line 1.....11

1 Header Information**1.1 General Information**

Title	Advanced Metering Infrastructure System		
Description	The Hillsborough County (County) Public Utilities Department (PUD) seeks a proposed solution from qualified interested parties to upgrade the County's existing Meter infrastructure to an Advanced Metering Infrastructure (AMI) system.		
Amendment Date	15-APR-2019 14:04:57		
Amendment Description	An amendment is being issued for the following reason: Attached zip file titled Hillsborough AMI System Files to assist Bidders with the list of Meter Addresses that were provided in Adobe format.		
Open Date	15-APR-2019 14:04:58	Buyer	Matthews, Janice
Close Date	30-APR-2019 14:00:00	Email	MatthewsJ@hillsboroughcounty.org
Time Zone	Eastern Time	Outcome	Contract Purchase Agreement
Quote Style	Sealed		
Event	Request for Solutions		

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	Multiple (See Below)	Bill-To Address	CCC-County Finance-AP (Global)
	See Below		PO BOX 1110
	Tampa, FL 33601		Tampa, FL 33601-1110
	United States		United States
Payment Terms	NET 30 DAYS	Carrier	Best Way
FOB	FOB - Destination	Freight Terms	Freight Included
Currency	USD (US Dollar)	Price Precision	Any
Response Valid Until		Reference Number	
Total Agreement Amount (USD)	Not Specified		

1.3 Requirements

Affirmation
Name of person submitting the Proposal. <i>Your response value:</i> Richard Verdiramo
Title of person submitting the Proposal. <i>Your response value:</i> Business Development Director
I represent that I am at least eighteen (18) years of age. Acceptable Values Yes <i>Your response value:</i> Yes
I represent that the printing of my name and the submittal of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature. Acceptable Values Yes <i>Your response value:</i> Yes

Affirmation

I represent that I am either authorized to bind the Proposer, or that I am submitting the Proposal on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer.

Acceptable Values

Yes

Your response value:

Yes

I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Proposal and that the information submitted is accurate.

Acceptable Values

Yes

Your response value:

Yes

At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document. The above-named Proposer affirms and declares: That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into. That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is, in all respects, fair and without collusion or fraud. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. That no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof. That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work. That the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Proposal. Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Proposer hereby certifies that Proposer (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorneys' fees and/or costs.

Acceptable Values

Yes

Your response value:

Yes

General Requirements

Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based.

Type **Optional**

Your response value:

None

In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful

General Requirements

Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.

Acceptable Values

Send electronic version

Send hard copy via U.S. Mail

Your response value:

Send electronic version

Bidder is currently set up with a merchant account to accept payment by VISA credit card and will accept payment from the County by VISA account through the ePayables electronic payment solution. Note: If Bidder is already enrolled in the County's ePayables solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

Acceptable Values

Yes

No

Your response value:

No

Bidder will accept payment from the County by direct deposit through the ACH electronic payment solution. Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

Acceptable Values

Yes

No

Your response value:

Yes

Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities? The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.

Acceptable Values

Yes

No

Your response value:

Yes

Schedule of Bidder's Qualifications/References 1

1. Project Name:

Your response value:

Water Meter Replacement Project

1. Contracted With:

Your response value:

Seminole County Government

1. Contact Person:

Your response value:

Robert Green

Schedule of Bidder's Qualifications/References 1

1. Address:

Your response value:

Public Works Administration
 200 West County Home Road
 Sanford, FL 32773

1. Telephone Number:

Your response value:

(407) 655-2737

1. Fax Number:

Type **Optional***Your response value:*

(407) 665-5600

1. E-mail Address:

Your response value:

rgreen08@seminolecountyfl.gov

1. Project Description:

Your response value:

Supply and install 11,000 residential Badger Meters and Orion ERTs, installation of backflow preventers (Dual Check Valves). Exit testing and recycling of all removed meters

1. Project Amount:

Value Type **Numeric Value only***Your response value:*

1,200,000

1. Project Period From:

Value Type **Date Value only***Your response value:*

02-JAN-2017

1. Project Period To:

Value Type **Date Value only***Your response value:*

15-NOV-2018

1. Indicate your firm's status on this project.

Acceptable Values

Prime Contractor

Subcontractor

Your response value:

Prime Contractor

Schedule of Bidder's Qualifications/References 2

2. Project Name:

Schedule of Bidder's Qualifications/References 2Type **Optional***Your response value:*

Water Meter Replacement Project

2. Contracted With:

Type **Optional***Your response value:*

City of St. Augustine

2. Contact Person:

Type **Optional***Your response value:*

Sharon Whitener

2. Address:

Type **Optional***Your response value:*

City of St. Augustine

P.O. Box 210

St. Augustine, FL 32085-0210

2. Telephone Number:

Type **Optional***Your response value:*

(904) 825-1010

2. Fax Number:

Type **Optional***Your response value:*

(904) 825-1008

2. E-mail Address:

Type **Optional***Your response value:*

swhitner@citystaug.com

2. Project Description:

Type **Optional***Your response value:*

Supply and Install 11,000 Neptune water meters and R900 ERTs. Exit test and recycle all removed water meters.

2. Project Amount:

Type **Optional**Value Type **Numeric Value only**

Schedule of Bidder's Qualifications/References 2*Your response value:*

4,025,000

2. Project Period From:

Type **Optional**Value Type **Date Value only***Your response value:*

04-JAN-2016

2. Project Period To:

Type **Optional**Value Type **Date Value only***Your response value:*

16-APR-2021

2. Indicate your firm's status on this project.

Type **Optional**

Acceptable Values

Prime Contractor

Subcontractor

Your response value:

Prime Contractor

Schedule of Bidder's Qualifications/References 3

3. Project Name:

Type **Optional***Your response value:*

Water Meter and Endpoint Replacement Project

3. Contracted With:

Type **Optional***Your response value:*

Suez NA

3. Contact Person:

Type **Optional***Your response value:*

Scott Tuscano

3. Address:

Type **Optional***Your response value:*

69 Devoe Place

Hackensack, NJ 07601

3. Telephone Number:

Schedule of Bidder's Qualifications/References 3

.....
 Type **Optional**

.....
 Your response value:

201-525-3685

3. Fax Number:

.....
 Type **Optional**

.....
 Your response value:

3. E-mail Address:

.....
 Type **Optional**

.....
 Your response value:

scott.tuscano@suez.com

3. Project Description:

.....
 Type **Optional**

.....
 Your response value:

Installation of 90,000 plus Sensus FlexNet ERTs and Neptune water meters throughout Bergen County, NJ.

3. Project Amount:

.....
 Type **Optional**

Value Type **Numeric Value only**

.....
 Your response value:

8,000,000

3. Project Period From:

.....
 Type **Optional**

Value Type **Date Value only**

.....
 Your response value:

04-JAN-2016

3. Project Period To:

.....
 Type **Optional**

Value Type **Date Value only**

.....
 Your response value:

17-DEC-2021

3. Indicate your firm's status on this project.

.....
 Type **Optional**

.....
 Acceptable Values

Prime Contractor

Subcontractor

.....
 Your response value:

Prime Contractor

Submission Checklist

The following items are uploaded and made part of this submission: Substitute W-9 Trade License(s), if required Equal Employment Opportunity Workforce Analysis Affirmative Action Policy Statement Attach and submit your proposed solution. Attach and submit the Lump Sum detailed cost breakdown of your proposed solution.

Acceptable Values

Yes

Your response value:

Yes

1.4 Attachments**1.4.1 Buyer Attachments**

Name	Data Type	Description
Ruskin Service Area Map	File	Amendment 2
Meter Addresses	File	Amendment 2
Questions and Responses	File	Amendment 2
Payment Bond.doc	File	
Performance Bond.doc	File	
135_Insurance_Certificate.doc	File	
Agreement.doc	File	
Drug Free Workplace Form.doc	File	
AA-EEO Documents Fillable (Template).pdf	File	Complete upon County's request.
Exhibit A, Technical Specifications	File	
Questions and Responses	File	Amendment 1
Substitute W-9.pdf	File	
Hillsborough AMI System Files	File	Amendment 3

1.4.2 Supplier Attachments

Name	Data Type	Description
Executed W-9	File	Executed W-9 form
Response from National Metering Services	File	Response to Request for Proposal

2 Price Schedule**2.1 Line Information**Display Rank As **No indicator displayed**Ranking **Price Only**Cost Factors **None**Response Total (USD) **Cannot be displayed because quantity is not available on all lines**

Line	Item, Rev / Job	Target Quantity	Unit	Response Price	Amount	Bid Minimum Release Amount
1 Total cost of proposed solution. (Attach and submit the lump sum breakdown with your bid)			Lump Sum	2,194,108		

2.2 Line Details**2.2.1 Line 1 Total cost of proposed solution. (Attach and submit the lump sum breakdown with your bid)**Category **890.44**Shopping Category **Not Specified**Minimum Release **Not Specified**

Amount (USD)

Estimated Total **Not Specified**

Amount (USD)

Note Please attach and submit the lump sum cost breakdown with your proposed solution.**Supplier Attachments**

Name	Data Type	Description
Price Sheet	File	

Contract Terms and Conditions

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Terms and Conditions

1. Specifications

1.1. Background *

Hillsborough County has a population of approximately 1,408,566 (2018) with an increasing annual growth rate of 6.46%. Due to the large population, the County is responsible for approximately 3,181 commercial meters and 192,929 residential meters. Of these meters, approximately 190,000 are read manually and approximately 1,200 are read using a vehicle equipped metering technology that allows drivers to capture the required information by driving through the community.

1.2. Problem Statement *

1.2.1. The Hillsborough County (County) Public Utilities Department (PUD) seeks a turnkey hosted solution to upgrade a portion of the County's existing meter infrastructure to an Advanced Metering Infrastructure (AMI) system.

1.2.2. The solution shall provide advance data collection, consumption analysis, improve meter reading operations, and provide customers with accurate billing statements.

1.2.3. The solution shall take into consideration the County's rapid growth to effectively continue providing the required service without additional manpower and infrastructure that is typically associated with manual readings or drive-by systems.

1.2.4. With the complexities involved, its logistics and County demographics, the solution shall contain and consider the following:

1.2.4.1. The solution shall have the capability to interface with the County's existing utility billing system Oracle Customer Care and Billing (CC&B) as well as Oracle's Customer to Meter (C2M) system by the year 2021.

1.2.4.2. The County intends to move to the C2M or Customer Cloud Service (CCS) system, therefore, the solution shall have the capability to support the required adaptors for their system to integrate with Oracle's C2M data management system.

1.2.4.3. Solution shall provide a compatible Meter Data Management (MDM) System that will integrate with the County's Oracle Utilities' Customer Care and Billing (CC&B) system.

1.2.4.4. During or after the year 2021, PUD may move to Oracle's Customer Cloud Service (CCS) and upgrade from Oracle Utilities CC&B v2.4.0.3 to the latest version of Oracle Utilities C2M (Customer Information system (CIS) and MDM system). The AMI provider/host shall integrate their Meter Data with Oracle Utilities MDM system and thereafter may not need to provide a MDM solution.

1.2.5. Proposer shall adhere to the public record provisions set forth within this Specification Document. All data captured and stored during the resulting contract term shall remain the County's property. Upon contract expiration

or termination, the Contractor shall return to the County all data captured and stored on a compact disk, at no charge, within 30 days.

1.2.6. The County has identified approximately 8,000 5/8" meters and potentially 100 1" meters to be replaced first.

1.3. Minimum Qualifications *

1.3.1. At the time of the opening of this Request for Solutions, Proposer shall have a current active plumber's license. The Contractor shall hold such license and be current and active throughout the term of this resulting contract. The plumber's license shall be submitted with the proposal or upon County request.

1.3.2. The Contractor shall ensure all subcontractors are properly licensed and all costs associated herein shall be borne by the Contractor.

1.4. Meter Requirements

Exhibit A, Technical Specifications, provides guidelines on the lower meter casing, measuring chamber specifications, and other physical appurtenances. **Note:** Sections identified as "Intentionally left blank" are not in congruence with AMI products as sought by this Request for Solutions.

1.5. Notes *

1.5.1. Submissions are at no cost to the County.

1.5.2. The County may select a proposed solution from interested parties to develop a sustainable diversified approach.

1.5.3. The County is looking for a solution to be implemented within twelve (12) months.

2. Special Terms and Conditions

2.1. Bonds

2.1.1. Evidence of Power-of-Attorney on Surety Instruments

Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power-of-attorney.

2.1.2. Performance And Payment Bonds

i) The successful Proposer shall execute a Performance Bond as shown within the attachment, or furnish acceptable alternative forms of security, in a sum equal to fifty percent (50%) of the total awarded Contract amount by a Surety

company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Performance Bond shall be required from the successful Proposer to ensure the faithful performance of the obligations imposed by the Contract.

ii) The successful Proposer shall execute a Payment Bond as shown within the attachments, or furnish acceptable alternative forms of security, in a sum equal to fifty percent (50%) of the total awarded Contract by a Surety company considered satisfactory by the County and otherwise authorized to transact business in the State of Florida. The Payment Bond shall be provided by the successful Proposer for purposes of protecting the County from lawsuits for non-payment of debt that might arise in connection with the successful Proposer's performance under the Contract.

iii) The Performance Bond and Payment Bond forms will be included in the Contract Documents and must be properly executed by the Surety and the successful Proposer. Attorneys-in-fact who sign Bonds or other surety instruments must attach with each Bond or surety instrument a certified and effectively dated copy of their power of attorney. Certified copies of the recorded Bonds shall be submitted to the County within ten (10) Days after notification by the County of award of the Contract.

iv) In lieu of the Performance and Payment Bonds required by this section, the successful Proposer may file with the County an alternative form of security which shall be in the form of Cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative securities of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the Performance and Payment Bonds. The determination of the value of such alternative forms of security shall be made by the County.

2.2. Evaluation/Selection Process *

The County will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal which includes, but is not limited to, Proposer's responses to the questions set forth in the Requirements section of this Solicitation Document and any corresponding attachments including a brief description of methodology, qualifications, experience, and the cost of the Services/Work.

a) Evaluation Procedures: The evaluators will consider how well the Proposer's Proposal meets the needs of the County as described in the Proposer's response to each question in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

i) Based on information acquired through the Proposer's responses and the responses of references (if applicable), the County will award a preliminary score to each Proposal.

ii) Based on the preliminary scores, the County may request that the top scoring Proposers conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to Technical Approach, Integration, and/or Cost. Be advised that the evaluators may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through the County's investigations of past

performance and/or submissions of Best and Final Offers (if applicable).

b) Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Award Criteria	Point Value
Quote/Cost Total. a. This will be calculated separately after the panel evaluation. b. Provide a detailed cost breakdown with your proposal.	30
Proposer's understanding of the scope and objectives, technical approach and work plan presented. a. Approach to methodology and understanding of the proposed scope of work b. Ability to integrate with current and future systems. c. Long-term support for account management, technical and hosted services.	25
Quality of the Proposed System and its ability to achieve the County's objectives. a. Provide a detailed overview of how your company's proposed solution will help the County meet their objective. b. The proposal should include diagrams, schematics, data sheets, propagation studies, warranty coverage, and any other relevant information necessary to convey the merits of the proposed solution.	25
Proposer's Organization Qualifications and Experience. a. Provide an overview of your company's experience with similar projects and explain why your company's proposal will be best suited for the County. b. Provide three (3) past client references with similar services provided to the clients within the last 5 years. The client	20

references submitted by each Respondent must be directly related to the services as outlined in the Scope of Services. c. Clarity and completeness of the information provided by respondent in the written proposal to validate client references to the extent possible.	
Total:	100
DM/DWBE Bonus Points:	5
Total Possible Points:	105

i) Quote/Cost Total: Points awarded for the "Quote / Cost Total" portion of this Solicitation Document will be based upon the following formula:

$$\frac{\text{Lowest Cost Proposal} \times \text{Maximum Points}}{\text{Other Proposer's Cost}} = \text{Score}$$

ii) The County reserves the right not to award the Contract to the Proposer with the lowest Quote/Cost.

iii) If this Solicitation Document contains more than one line item, the County reserves the right to award by line item, by group/section, or by overall total net Proposal price, whichever is determined to be in the County's best interest.

2.3. Submission Requirements

2.3.1. Proposals should provide a straightforward, concise description of the capabilities to satisfy the requirements of this request. Emphasis should be placed on clarity of content and thoroughness.

2.3.2. All proposal responses shall be the following order and format:

2.3.2.1. **Cover Letter** - Include official name of the proposing firm (and/or third party vendors), the address, phone number and email of the firm, as well as the name(s) of the principal contact person.

2.3.2.2. **Table of Contents**

2.3.2.3. **Quote/Cost Total**

- 2.3.2.3.1. Provide a detailed cost breakdown by meter and/or any other related equipment with your proposal.
- 2.3.2.3.2. Provide all associated yearly fees for the software.
- 2.3.2.3.3. Provide all associated yearly fees for associated equipment.

2.3.2.4. Proposer's understanding of the scope and objectives, technical approach and work plan presented.

- 2.3.2.4.1. Proposers shall document all the necessary steps to be able to supply this service, with a clear delineation between items that will be the responsibility of the interested Party, and those of the County.
- 2.3.2.4.2. Describe understanding of the proposed requirements.
- 2.3.2.4.3. Describe approach to methodology of the proposed requirements.
- 2.3.2.4.4. Describe ability to integrate with current and future systems.
- 2.3.2.4.5. List all elements necessary to implement and operate a completely functional system.
- 2.3.2.4.6. Indicate all meters that are compatible with their AMI system.
- 2.3.2.4.7. Provide detailed hardware, software and networking requirements for their proposed hosted solution.
- 2.3.2.4.8. Provide a plan to properly train specified utility internal personnel how to install, maintain and operate the AMI Solution.
- 2.3.2.4.9. Provide any relevant cut sheets, data sheets, product specifications, and warranty information on the proposed solution.
- 2.3.2.4.10. List and describe any third party software included/necessary for the complete operation and any specific terms of use governing the included third-party software.
- 2.3.2.4.11. Explain in detail their MDM system and provide examples of all reporting, standard or custom.
- 2.3.2.4.12. Indicate the frequency of software and system updates, and whether there are any additional fees associated with all relevant updates.
- 2.3.2.4.13. Provide a detail description of the system's proactive alert capabilities to include how the alerts are sent (email, test, etc.) and for which kinds of incidents alerts can be programmed (broken pipe, etc.).
- 2.3.2.4.14. Provide any relevant cut sheets, data sheets, product specifications, and warranty information on the proposed solution.
- 2.3.2.4.15. Include a compatible portal to assist customers with conserving water and obtaining a better understanding of their usage habits.
- 2.3.2.4.16. Provide a detail description of all available customer alert capabilities for the system and indicate how customers will be notified (email, text, etc.).
- 2.3.2.4.17. Indicate whether there is a mobile application for the system, and if so, which platforms are supported (Android, Apple, etc.).
- 2.3.2.4.18. For 3rd party Customer Portal vendors, the solution shall list all AMI systems that have been previously integrated with and provide reference information for each vendor.

2.3.2.5. Quality of the Proposed System and its ability to achieve the County's objectives

- 2.3.2.5.1 Provide a detailed overview of how your company's proposed solution will help the County meet their

objective of upgrading the existing meter infrastructure to an AMI system.

2.3.2.5.2. Provide diagrams, schematics, data sheets, propagation studies, warranty coverage, and any other relevant information necessary to convey the merits of the proposed solution.

2.3.2.6. Proposer's Organization Qualifications and Experience

2.3.2.6.1. Provide an overview of your company's experience with similar projects and explain why your company's proposal will be best suited for the County.

2.3.2.6.2. Provide three (3) past client references with similar services provided to the clients within the last 5 years. The client references submitted by each Proposer shall be directly related to the services as outlined in the proposed requirements.

2.3.2.6.3. Clarity and completeness of the information provided by respondent to validate client references.

2.3.2.7. Solution Format and Content

2.3.2.7.1. Submissions shall contain complete, detailed responses to requests for information contained in this Solicitation Document.

2.3.2.7.2. The proposed solution shall be submitted:

2.3.2.7.2.1. Word processed (8.5 ½-inch by 11-inch)

2.3.2.7.2.2. Font no smaller than 10

2.3.2.7.2.3. Pages numbered

2.3.2.7.2.4. Number of pages not to exceed one hundred and fifty (150).

2.3.2.7.3. Submissions with pages above one hundred and fifty (150) will be removed and not evaluated.

2.3.2.7.4. Submissions shall reference the question number of the Submission Requirements that is being responded to.

2.3.2.7.5. Referencing materials presented elsewhere shall be clearly identified.

2.3.2.8. Negotiations

2.3.2.8.1. Following the review and consensus scoring of all proposals submitted, the County intends to extend an invitation to enter into negotiations with the apparent successful proposer (highest ranked) who submits the single best proposal that is in the County's best interest. Invited Proposer should be prepared to discuss the terms and conditions of the Request for Solution and their Proposal in order to agree to mutually acceptable provisions.

2.3.2.8.2. These negotiations shall be limited to a reasonable time period. If in the County's sole determination the

negotiations exceed a reasonable time period, the County shall terminate the negotiations with the apparent successful proposer and enter into negotiations with the next highest scoring proposer. During the negotiation phase, additional contract terms consistent with this Request for Solution will be negotiated and attached to the Agreement as Attachment 1. In the event any conflict between the terms of the Request for Solution and any terms or conditions in the Agreement or Attachment 1, the terms and conditions in the Agreement shall take precedence over the conflicting term in the Request for Solution.

2.3.2.8.3. The County reserves the right to reject any and all replies or to waive minor irregularities when to do so would be in the best interest of the County. Minor irregularities are defined as variations from the Request for Solution Evaluation Criteria that do not affect the price of the services, delivery of quality of services or give the vendor an advantage or benefit not enjoyed by other vendors, and do not adversely impact the interest of the County.

2.4. Oral Presentation *

2.4.1. The County retains the sole right to invite a limited number of respondents to present an oral presentation of their solution.

2.4.2. The date and time for presentations will be announced in advance by the County to each invited presenter.

2.4.3. Each presenter shall be notified in advance of its presentation time slot, date and presentation location.

2.4.4. All presentations shall be performed at no cost to the County, and the presenter is responsible for its own transportation costs to and from the presentation location.

2.4.5. The presenter shall be responsible for providing its set-up, computer, projector or any other apparatus to accurately present its solution to the County.

2.4.6. If the presenter provides experts in the field, it is at their cost and not the County.

2.5. Insurance, Contractor *

a) During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

b) All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

c) All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.

- d) Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.
- e) No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.
- f) The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.
- g) If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.
- h) Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.
- i) All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents, and the Contractor shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the "Occurrence" form.
- j) Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.
- k) Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.
- l) The amount of such insurance shall not be less than:
- i) Workers' Compensation - Florida Statutory Requirements
 - ii) Employer's Liability -
 - \$100,000.00 Limit Each Accident
 - \$100,000.00 Limit Disease Each Employee
 - \$500,000.00 Limit Disease Aggregate
 - iii) Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:
 - \$1,000,000.00 Bodily Injury and Property Damages - Each Occurrence
 - \$50,000.00 Damages to Rented Premises - Each Occurrence
 - \$5,000.00 Medical Expenses - Any One Person
 - \$1,000,000.00 Personal and Advertising Injury - Each Occurrence

\$1,000,000.00 Products/Completed Operations - Each Occurrence

\$2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/Completed Operations Aggregate

iv) Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") with limits of not less than:

I) Bodily Injury & Property Damage Liability: \$1,000,000.00 Combined Single Limit Each Accident.

v) All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:

I) All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

II) Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

III) Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.

vi) Professional Liability/Errors and Omissions Insurance **is not** required.

vii) Pollution/Environmental Liability Insurance **is not** required.

viii) Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.

m) Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

2.6. Information Technology

2.6.1. Software Licensing Provisions

a) Unless otherwise proposed, the Standard Software Licensing Provisions below shall apply. Proposers may include their firms' licensing provisions as an alternative to the Standard Software Licensing Provisions. Proposers are cautioned not to incorporate any terms or conditions into their proposed software license provisions other than those that are customary and/or usual or which result in a modification to their proposal. Such inclusions may result in the

rejection of their Proposal in its entirety.

b) **Scoring of Software Licensing Provisions:** Software licensing provisions will be evaluated and scored by the County as follows:

i) **Proposals that contain no alternative software licensing provisions:** These proposals shall receive the maximum score allowed as identified within this Request for Solution (RFS).

ii) **Proposals that contain alternative software licensing provisions:** The County will score how closely the proposers' software license provisions match the Standard Software Licensing Provisions with more points awarded for fewer deviations.

c) **Selection of Apparent Successful Proposer and Negotiation of Software License Provisions:** The apparent successful proposer will be the vendor with the best combination of attributes as demonstrated in the solicitation scores.

i) **Negotiations:** If necessary, the County will enter into negotiations of the software license provisions with the apparent successful proposer in order to agree to mutually acceptable provisions. These negotiations shall be limited to a reasonable time period. If in the County's sole determination the negotiations exceed a reasonable time period, the County shall terminate the negotiations with the apparent successful proposer and enter into negotiations with the next highest scoring proposer.

ii) **Successive apparent successful proposer(s):** Upon failure to negotiate mutually acceptable software license provisions, and termination of negotiations with the apparent successful proposer, the next highest scoring proposer will become the new apparent successful proposer and the County will enter into negotiations of the software license provisions with this vendor as described in the previous paragraph. This process shall be repeated if necessary to obtain mutually acceptable software license provisions.

d) **Standard Software Licensing Provisions:**

i) **Licensed System, Services:** The Contractor/Licensor (Licensor) grants and County accepts upon the terms and conditions contained herein, nontransferable license to use of "Licensed System" as herein defined and described. This Licensed System shall be used solely for the County's own purposes. The Licensed System shall include in its meaning, any improvements, additions, or modifications of the version or versions of the Licensed System which Licensor has licensed the County to use, and materials, documentation and technical information provided to County in written form and identified in the RFS, for use in connection with the Licensed System. The Licensor further agrees to perform certain services relating to the Licensed System as set forth herein.

ii) **Payment for Software:** The County shall pay the Contractor/Licensor the license fee in full within forty-five (45) days upon delivery of the software and receipt of a proper invoice as defined in the Hillsborough County Prompt Payment Procedures, which are on file at the Board of County Commissioners Accounting Department, County Center, 601 E. Kennedy Blvd., 12th Floor, Tampa, Florida 33602.

iii) **Copies:** The County shall have the right to reproduce for internal use all of the Licensed System and Documentation described in RFS for its internal users, subject to the requirements on use, disclosure, and proprietary notice set forth herein.

iv) **Proprietary Information:** To the extent authorized by Florida law, the parties agree to take reasonable steps to preserve the confidential and proprietary nature of information provided by the other party. The County shall include and shall not alter, remove or cancel, any copyright, trade secret or other proprietary notices on the Licensed System.

v) **Warranties:**

I) **Licensed System; Services:** Licensor warrants that, on the Acceptance Date, the Licensed

System furnished hereunder shall be free from significant programming errors and from defects in workmanship and materials, and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto as set forth in the RFS; that, in general, the Licensor shall perform the services in a timely and professional manner utilizing qualified professional personnel; and that the Licensed System and service shall conform to the standards generally observed in the industry for similar Licensed Systems and services. If the Licensor allows the County to modify the source code, the County will adhere to the Licensor prescribed procedures for such modifications. The warranty shall not be invalidated if the County modifies the code in accordance with Licensor prescribed procedures.

II) **Ownership: Authority:** Licensor warrants that it has full power and authority to grant the rights granted by these License Provisions to County with respect to Licensed System without the consent of any other person or entity. Licensor also warrants that neither the performance of the services by Licensor nor the license to and use by County of the Licensed System and documentation, including the copying of the Licensed System and documentation, will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.

III) **Compliance with Applicable Laws:** Licensor warrants that Licensed System, its license to and use by County, and the performance by Licensor of the services, shall be in compliance with all applicable laws, rules and regulations.

IV) **Licensor's Fulfillment Of Warranty Obligations:** If, at any time during the twelve (12) month period immediately following the Acceptance Date, Licensor or County, or both, discover any defects, errors or non-conformities in the Licensed System or any other respect in which the Licensed System fails to conform to the provisions of any warranty contained in these License Provisions, Licensor shall, at no cost to the County, promptly correct such defects, error(s) or non-conformities by, among other things, supplying the County with such corrective codes and making such additions, modifications, or adjustments to the package as may be necessary to keep the Licensed system in operating order in conformity with the warranties herein.

V) **Limited Warranty:** Licensor's warranties are limited to those set forth in this agreement and do not include any other express or implied warranties, including implied warranty of merchantability and fitness for a particular purpose.

VI) **Limitation of Liability:** In no event shall Licensor be liable for any indirect, exemplary, incidental, or consequential damages arising out of or otherwise relating to the use or performance of the System or any components thereof, however caused, even if Licensor has been advised of the possibility or likelihood of such damages.

vi) **Improvements; Modifications:**

I) **Improvements.** Improvements, which shall mean any additions or modifications made by the Licensor to or in the Licensed System at any time after acceptance testing in the Licensed System, that improve the efficiency and effectiveness of the basic program function(s) described in the RFS and which do not change such function(s) or create one or more new ones, shall be furnished to the County at no charge, provided the County maintains current support with the Licensor.

II) **Program Changes.** If, at any time after the Acceptance Date, Licensor shall develop any changes in the Licensed System which affect the basic program, function(s) of the Licensed System, or adds one or more new ones, these shall be furnished to the County at no charge,

provided the County maintains current support with the Licensor.

vii) **Indemnification:**

I) Licensor agrees to defend, indemnify and shall hold harmless County, its employees and agents from and against any claim, suit, demand, or action alleging that the System or any component thereof infringes a U.S. patent or copyright, or any Trade Secret, or any other intangible property rights of any third party.

II) If a third party claim seriously endangers or disrupts County's quiet enjoyment and use of the Licensed System, Licensor shall: (1) replace the Licensed System, at no additional charge, with a compatible, functionally equivalent and non-infringing product, or (2) modify the Licensed System, without additional charge, to avoid the infringement, or (3) if approved by the County, obtain a license for the County to continue the use of the Licensed System for the term of these License Provisions and pay all additional fee(s) necessary to acquire such license up to \$1,500,000.00.

viii) **Source Code:** Upon the occurrence of a Source Code Delivery Event, Licensor shall deliver to County a full and complete set, for the most current version of each of the Computer Program(s), of source code on computer magnetic media; all necessary and available information, proprietary information, and technical documentation that shall enable County to create, maintain and/or enhance the licensed material without the aid of Licensor or any other person or reference to any other materials; maintenance tools (test programs and program specifications); proprietary or third-party systems utilities (compiler and assembler descriptions); description of the system/program generation; and descriptions and locations of programs not owned by Licensor, but required for use and/or support. The license granted hereunder includes the right, exercisable upon such delivery, to use such materials for purposes of County's providing internally, or procuring from Permitted Contractors, such maintenance and support as County may require with respect to the Computer Program(s) and, as incident thereto, to copy and modify the Computer Program(s) in support of the authorized uses of the Computer Program(s).

For purposes of these Provisions, "Source Code Delivery Event" means the combination and completion of the following:

I) Either (a) County encounters Licensor's inability or failure to correct material error(s) in the Computer Program(s) for any reason, or otherwise to carry out in any material respect the maintenance or support obligations set forth in these Provisions for any reason; or (b) Licensor files a petition in bankruptcy or petition to take advantage of any insolvency action, makes an assignment for the benefit of its creditors, consents to the appointment of a receiver for itself or the whole or substantially all of its property, is adjudicated a bankrupt on a petition in bankruptcy filed against it, files a petition or answer seeking reorganization or arrangement or other aid or relief under any bankruptcy or insolvency laws for the relief of debtors, or is the subject of an order, judgment, or decree entered by a court of competent jurisdiction appointing a receiver for Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor or the whole or substantially all of its property, or approval of a petition filed against Licensor seeking reorganization or arrangement of Licensor under any bankruptcy or insolvency laws or any other law for the relief of debtors; and

II) The County has notified Licensor by certified mail of the occurrence of such an event described in item (1) above and has demanded that Licensor deliver the Source Code for all Computer Program(s); and

III) Either (a) Licensor has failed to file, within ten (10) days after receipt of such notification, an affidavit, or declaration with County by an officer of Licensor stating that the event

described in item (1) and specified in such notification has not occurred or has been cured; or
(b) an affidavit or declaration stating that such event has not occurred or has been cured is filed, either (i) Licensor subsequently accepts County's demand notwithstanding Licensor's prior opposition, or (ii) a court of competent jurisdiction subsequently determines that an event described in item (1) above has in fact occurred and has not been cured.

2.7. Optional Provision for Other Agencies

Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

2.8. Price Escalation/De-Escalation (CPI)

If the Contractor desires to request an increase pursuant to the following escalation clause for the annual period of the Contract, the Contractor shall submit, no later than ninety (90) Days prior to the annual anniversary date of the contract, the inflationary factor and background data based upon the following formula, to the County's Project Manager:

- a) New Fee = $[.75 \times (\text{CPI2} - \text{CPI1}) \div \text{CPI1} + 1] \times \text{Current Fee}$
- b) "CPI": The Consumer Price Index for the Urban Wage Earners and Clerical Workers, South Region - All Items, Not Seasonally Adjusted, published by the United States Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/>).
- c) "CPI1": The published CPI for the month ending twelve (12) months prior to CPI2.
- d) "CPI2": The published CPI for the month ending one-hundred fifty (150) Days prior to the annual anniversary date of the Contract being adjusted.
- e) As of the annual anniversary date of this Contract, the County may decrease the Contract in accordance with the above Escalation/De-Escalation clause formula. The County shall notify the Contractor in writing of any such de-escalation. In no event shall either the escalation or the de-escalation exceed six percent (6%) in any year.

2.9. Pre-Proposal Conference *

A Pre-Proposal Conference concerning this present Solicitation Document will be conducted by Hillsborough County at:

Hillsborough County Procurement Services Department
25th Floor of the County Center
601 East Kennedy Blvd.,

Tampa, Florida

TIME: 10:00 a.m.,

DATE: March 15, 2019

PHONE NUMBER (813) 272-5790

All interested parties are encouraged to attend.

2.10. Purchase Order/Contract

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder's/Proposer's Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County's issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner.

2.11. Term Contract

2.11.1. Contract Period for Term Contract *

The Contract resulting from this Solicitation Document will be in effect for a ten (10) year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA).

2.11.2. Estimated Quantities

Quantities given represent the best estimate for use and shall be the basis for award. However, these quantities are not intended to represent actual requirements, which are not known at this time and may vary during the Contract Period. The County does not guarantee a minimum total purchase. Furthermore, the requirements of the County may exceed best estimates and the Successful Bidder/Proposer shall provide such requirements to the extent they are reasonable.

2.11.3. Hillsborough County Governmental Purchasing Council: Reference Laws of Florida 69-1112 and 69-1119

All Offers received by the County in response to this Solicitation Document shall be considered as Offers to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Contract that results from this Solicitation Document. Members may purchase the goods, Services and/or Work under the same terms and conditions as the Contract between the Contractor and the County. Members will issue their own purchase orders, issue payments and coordinate the service locations with the Contractor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

Children's Board of Hillsborough County
City of Plant City
City of Tampa
City of Tampa Housing Authority
City of Temple Terrace
Clerk of the Circuit Court
Expressway Authority
Hillsborough Area Regional Transit Authority

Hillsborough County Aviation Authority
Hillsborough County Board of County Commissioners
Hillsborough Community College
Hillsborough County School Board
Hillsborough County Sheriff
Property Appraiser
State Attorney's Office
Supervisor of Elections
Tampa Palms Community Development District
Tampa Port Authority
Tampa Sports Authority
Tax Collector

2.11.4. Ordering

The County shall issue a Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA) to cover any goods, Services and/or Work to be furnished under this Contract. The County user departments will then issue Standard Purchase Orders against the BPA/CPA on an as-needed basis. The Successful Bidder/Proposer shall deliver the applicable goods, Services and/or Work only upon receipt of a Standard Purchase Order. No goods, Services and/or Work are to be provided until a Standard Purchase Order is issued. However, any Standard Purchase Order issued PRIOR to the end of the Contract Period shall be completed, invoiced and paid after the expiration of the Contract. Orders shall be issued only during the Contract Period. The County reserves the right to modify the delivery location(s) identified throughout the Contract Period.

2.11.5. Termination for Convenience

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

2.11.6. Unilateral Extension Periods

The County, through its Director of Procurement Services or designee, reserves the right to unilaterally extend the Contract Period or the renewal period of this Contract for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of the County's intent to extend the Contract Period and/or the renewal period shall be provided by the County in writing to the Successful Bidder/Proposer prior to the expiration of the Contract, or the renewal period.

3. Definitions

3.1. Definitions

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

3.2. Agreement

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

3.3. Amendment(s), Addendum, or Addenda

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

3.4. Bid(s), or Bidder's Bid

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.5. Bidder

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.6. Blanket Purchase Agreement (BPA)

"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable .

3.7. Board of County Commissioners

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

3.8. Bond

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, proposal bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.9. Business Day(s)

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

3.10. Change Order

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

3.11. Close Date

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

3.12. Contract or Contract Documents

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

3.13. Contract Price

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

3.14. Contract Purchase Agreement (CPA)

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable .

3.15. Contract Time or Contract Period

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

3.16. Contractor

"Contractor" shall mean the Successful Offeror, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.17. County

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

3.18. County Administrator

"County Administrator" shall mean the County Administrator of Hillsborough County.

3.19. Day(s)

"Day(s)" shall mean one calendar day.

3.20. Designee

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

3.21. Earnest Money Deposit (EMD)

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

3.22. Minimum Specifications

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

3.23. Modification Agreement

"Modification Agreement" shall mean the written order to the Contractor signed by the County authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after execution of the Agreement.

3.24. Notice

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

3.25. Notice of Award

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder/Proposer that said Bidder/Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified

in this Solicitation Document.

3.26. Notice to Proceed

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

3.27. Offer(s)

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

3.28. Offeror

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

3.29. Project

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

3.30. Project Manager

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

3.31. Proposal(s)

"Proposal(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.32. Proposer

"Proposer" or "Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

3.33. Purchase Order

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

3.34. Quote(s)

"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

3.35. Request for Proposal

"Request for Proposal" shall mean the Solicitation Document issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.36. Service(s)

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

3.37. Site(s)

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

3.38. Solicitation Document

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

3.39. Specifications

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

3.40. Subcontractor

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

3.41. Successful Bidder/Proposer

"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

3.42. Surety

"Surety" shall mean any corporation that executes, as surety, the Bidder's/Proposer's Bid/Proposal bond, and/or any corporation that executed, as surety, the Contractor's Bid/Proposal, performance, and/or payment Bond.

3.43. Unilateral Change Order

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

3.44. Work

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

4. Instructions

4.1. Manual Bid Submissions

Applicable only to Offers that are not submitted via the County's electronic bidding system.

If Bidder/Proposer is submitting its Offer by means other than through the County's electronic bidding system, then the following provisions shall apply and shall replace the provisions with the same heading/subject matter found in this "Instructions" section of this Solicitation Document; all other provisions in this "Instructions" section shall remain the same and shall apply to all Offers.

a) Important Notice Regarding Delivery of Offers: The County is currently in the process of transitioning from a manual bidding process to a fully automated electronic bidding process. Accordingly, during this period of transition, in addition to accepting Offers via the new electronic bidding system, the County will also accept Offers submitted via traditional means (such as U.S. mail, express mail, courier service, or hand delivery) for this Solicitation Document.

- i) Bidder/Proposer must have its Offer delivered to:
Hillsborough County BOCC - County Center
Procurement Services Department
PO Box 1110
601 East Kennedy Blvd
Tampa, FL 33601

ii) Bidder/Proposer is strictly responsible for the delivery of its Offer. The County and/or the Director of the Procurement Services Department shall in no way be responsible for any delays caused by the United States Postal Service and/or other courier, or for delays caused by any other occurrence.

iii) Bidder/Proposer is advised that United States Postal Service delivery is made to the County's post office box (P.O. Box). Such delivery is not made directly to the street address, even if the Bidder/Proposer specifies the street address and/or even if express mail service is utilized; therefore, Bidder's/Proposer's use of the United States Postal Service may cause a delay in the County's receipt of the Bidder's/Proposer's Offer by the Close Date. Bidder/Proposer is cautioned to plan necessary delivery time accordingly.

iv) Offers delivered by facsimile, electronic mail (e-mail) or electronic means other than through the County's electronic bidding system will not be considered.

b) Sealing and Labeling of Offers - Bidder/Proposer is directed to seal its Offer from public view and label its sealed Offer with the Bidder's/Proposer's name, this Solicitation Document's title, and the Solicitation Document number. Sealed Offers may not be amended or otherwise changed by any writing placed outside the sealed Offer. Any writing that is outside of the sealed Offer will not be considered in the County's evaluation of the Offer.

c) Signing of Offer:

i) Bidder/Proposer must sign the most recently amended Offer issued for this Solicitation Document.

ii) Bidder's/Proposer's Offer must be signed by a person that is legally authorized to contractually bind the Bidder/Proposer.

iii) If a Bidder/Proposer is a partnership, then the Offer must be signed by one or more of the company's general partners.

iv) If Bidder/Proposer is a corporation, the Offer must be signed by a current officer of the corporation.

v) A person signing the Offer as Bidder's/Proposer's agent should include with the Offer legal evidence of such person's authority to sign on behalf of the Bidder/Proposer.

d) Errors on Offer Pricing: If a Bidder's/Proposer's Offer contains erasures, corrections or mathematical errors, the Bidder/Proposer will be bound to the County's reasonable interpretation of the Bidder's/Proposer's intent. The County shall have the discretion to correct any mathematical calculation error and the unit price will control. If a unit price is left blank, the County shall have the discretion to make a reasonable interpretation of the Bidder's/Proposer's Offer, which may include, but is not limited to, assigning a zero dollar (\$0) amount to such blank unit price.

e) Bid Bond:

i) If Bidder/Proposer is required to submit a Bid Bond for this Offer, then either a certified check, a cashier's check, a treasurer's check, or bank draft drawn on any state licensed financial institution, an irrevocable letter of credit or, in the alternative, a submission of a Bid Bond completed and signed by all required parties and submitted in the format set forth on the Bid Bond page attached to the Solicitation Document, shall be required to accompany each Offer in the dollar amount set forth within this Solicitation Document.

ii) Any submitted certified check or irrevocable letter of credit shall be drawn on a solvent bank or trust company to the order of Hillsborough County Board of County Commissioners, and shall have all necessary documentary revenue stamps attached, if required by law.

iii) Surety on Bid Bonds shall be authorized to do business in the State of Florida.

iv) All Bid Bonds shall be issued or countersigned by an authorized agent, with satisfactory evidence of the authority of the person or persons executing such bonds.

v) Personal checks, business checks and cash deposits are not acceptable.

4.2. Affirmative Action Business Enterprise Program

The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Plan Statement is required.

Please provide a copy of the firm's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer.

4.3. Award of Contract/Rejection of Proposals

A Contract will be awarded by the Board of County Commissioners of Hillsborough County to the responsible Proposer submitting the best Proposal in compliance with the Specifications and other requirements imposed by this Solicitation Document, provided said Proposal is considered (within the sole discretion of said Board of County Commissioners) reasonable, and in the best interest of Hillsborough County to accept. The Contractor to whom a Contract is awarded will be so notified by Hillsborough County at the earliest practical date. The Board of County Commissioners of Hillsborough County, however, at its sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning Proposals whenever such rejection or waiver is in the best interest of Hillsborough County and when the same is in conformance with standard competitive sealed proposal procedures. Hillsborough County, likewise, reserves the right to reject the Proposal of any Proposer who has previously failed to perform properly or to complete on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to sub-contractors, materialmen or employees. The ability of a Proposer to obtain a Earnest Money Deposit (EMD) shall not be regarded as the sole test of such Proposer's competency or responsibility.

4.4. Bid/Proposal/Quote Pricing

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

4.5. Bid/Proposal/Quote Results

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the iSupplier System via Online Discussions.

4.6. Bidder/Proposer Request for Interpretation of Solicitation Document

No interpretation of the meaning of the Specifications contained in this Solicitation Document or other Contract Documents will be made to any Offeror orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services. To be given consideration, such requests must be received at least ten (10) Days prior to the Close Date. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Offerors who have acknowledged participation within the electronic bidding system and opened the respective solicitation at least five (5) Business Days prior to the Close Date. Failure of an Offeror to receive any such Amendment or interpretation shall not relieve said Offeror from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Contract Documents.

4.7. Bidder/Proposer Responsible for Examining/Investigating Work Site(s)

If applicable to this Solicitation Document, Bidder/Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Bidder's/Proposer's failure to conduct such examinations and investigations shall not:

- a) excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or
- b) be a basis for any claims for additional compensation and/or for any extensions of time.

4.8. Procurement Policy and Procedures and Hillsborough County Ordinance - Protest Process and Procedures

Offeror is advised that by submitting an Offer, Offeror hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

4.9. Bidder's/Proposer's Understanding of the Solicitation Document

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

4.10. Brand Names, Etc.

- a) In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the

Bidders/Proposers (other than as to quality) and Bidders/Proposers may propose and describe upon the Bid/Proposal/Quote forms deviations that the Bidder/Proposer believes to be equal to or better than the requirements set forth in this Solicitation Document. The burden of proof that the Bidder's/Proposer's proposed brand is in fact equal lies with the Bidder/Proposer.

b) Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

4.11. Cancellation of Solicitation Document

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

4.12. Compliance With Occupational Safety And Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/ Proposer must meet and conform to all O.S.H.A. requirements.

4.13. Condition of Goods, Shipping Costs, and Claims Against Carrier

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

4.14. Cone of Silence

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. The Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end on the date the Contract is awarded by the County or the date the procurement solicitation is canceled by the County. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County Department issuing the procurement solicitation, County staff listed as contacts in the procurement solicitation, or the attorney in the County Attorney's office that is directly responsible for the applicable procurement solicitation (this information can be obtained by contacting the County staff person listed as the contact in the applicable procurement solicitation). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

4.15. Deviations

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

4.16. Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) Participation

Proposers who have 10% or more DWBE/MBE participation can apply for bonus points. Qualified firms may receive five (5) percent of the maximum allowable points for DM/DWBE participation. The term "DM/DWBE" shall mean a business that is certified or registered as a bona fide DM/DWBE with Hillsborough County or has been granted Reciprocal Certification by Hillsborough County. Provisional Reciprocal Certification shall be granted for one six-month period to DM/DWBE firms which are principally domiciled in the State of Florida and certified by other jurisdictions within the State. It will be the responsibility of the Proposer to furnish all the necessary information and documentation to the County as listed below in order to receive bonus points.

- a) The request for bonus points shall be made on the Proposer's letterhead and must include the following:
 - i) The RFP number and project name; and
 - ii) The name of the firm(s) to be utilized; and
 - iii) The percentage of fees that will be subcontracted to that firm which must be 10% or more; and
 - iv) A commitment from the proposing firm stating that 10% or more of its ultimate fees will be subcontracted to that DM/DWBE.
- b) The following items should be attached to the above letter:
 - i) A letter of intent from the DM/DWBE on its letterhead stating its intent to perform the services and the scope of work signed by its Chief Operating Officer. This letter must reference the project.
 - ii) A copy of the DM/DWBE current certification current registration.

Note: Failure to comply with any of these requirements may result in denial of the requested bonus points.

Special Note: If the Successful Proposer has received bonus points, that firm will be required to submit to the DM/DWBE Programs Section of the Economic Development Department a copy of the executed subcontract agreement with each DM/DWBE listed in the letter of commitment. Annual reports detailing the amount of money paid to each DM/DWBE must also be submitted. Failure to provide this information may result in the denial of future bonus points.

4.17. Drug Free Workplace Program

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also

available from the Procurement Services Department website at:

<http://www.hillsboroughcounty.org/procurement>

4.18. Electronic Payment Solutions

a) ePayables. The County has an ePayables electronic payment solution where the Offeror may choose to be paid by a VISA credit card account. If the Offeror requests to participate in the County's ePayables electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's VISA credit card for payment, then the Offeror will be required to sign an ePayables Enrollment Form after the Contract has been awarded. The Offeror must have the capacity to accommodate/accept VISA credit card payments in order to participate in the County's ePayables electronic payment solution. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to three percent (3%).

b) Automated Clearing House (ACH). The County has an ACH payment solution where the Offeror may choose to be paid with direct deposit. If the Offeror requests to participate in the County's ACH electronic payment solution, the Offeror should indicate its acceptance in its Offer. If the Offeror has indicated that it will accept the County's ACH for payment, then the Offeror will be required to sign a Direct Deposit Authorization Form after the Contract has been awarded.

c) For more information on both Electronic Payment Solutions, go to:

www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents

4.19. Equipment Demonstration

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

4.20. Execution of Written Agreement

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

4.21. Explanation Of Competitive Sealed Proposal Method Of Procurement

COMPETITIVE SEALED PROPOSALS DIFFER FROM COMPETITIVE SEALED BIDS IN SEVERAL AREAS:

a) All criteria for evaluation will be set forth in the Request for Proposal documents in order of importance. Only these criteria will be used to determine the best Proposal.

- b) Discussions may be held with all responsible Proposers after Proposals are opened for purposes of clarification. The County also reserves the right to request written clarifications from Proposers after the Proposals have been opened. Proposers will be given equal treatment with respect to discussions and all information obtained is to secure the best possible Offers for the County.
- c) Award shall be made to the responsible Proposer whose Proposal is determined to be the most advantageous to the County taking into consideration only the evaluation factors set forth in the Request for Proposal.
- d) The County reserves the right to issue one or more call(s) for Best and Final Proposals if it is in the best interest of the County.

4.22. Facilities Inspection

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Bidder's/Proposer's facility and place of business to determine that the Bidder/Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

4.23. Hillsborough County Business Tax

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

4.24. Inspection of Samples

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

4.25. IRS Substitute W-9, Request for Taxpayer Identification Number and Certification

All Bidders/Proposers are requested to complete and submit the attached Substitute W-9 form with their Offer.

4.26. Licensing

Bidder/Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Bidders/Proposers are requested to submit any required license(s) with their Offers. License(s) must

be effective as of the Bid Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

4.27. Modification and/or Withdrawal of Offer Prior to Close Date

Prior to the Bid Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Bidder/Proposer and submitted and/or postmarked to the County prior to the Bid Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Bidder/Proposer. Except as specifically provided for herein, Bidders/Proposers may not modify their Offers after the specified Bid Submittal Deadline/Close Date. Negligence on the part of the Bidder/Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Bidders/Proposers may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

4.28. No Assignment of Offers

Bidder/Proposer may not assign or otherwise transfer its Offer prior to or after the Bid Submittal Deadline/Close Date.

4.29. Obtaining Clarification and/or Additional Information

Bidders/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Bidders/Proposers requesting clarification or additional information should contact the Procurement Services Department at the address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

4.30. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

4.31. Requested Information and Descriptive Literature

Bidder/Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Bidders/Proposers must attach cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder's/Proposer's Offer.

4.32. Submittal Deadline

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

4.33. Taxes

State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

4.34. Time Period Offer is Valid

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

4.35. Unbalanced Offers and/or Excessive Line Item Prices

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

5. General Terms and Conditions

5.1. Applicable Law

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

5.2. Changes in the Work/Unilateral Change Orders/Modifications

a) Without invalidating the Contract, the County may, at any time or from time to time, through its Director of Procurement Services or designee, order additions, deletions or revisions in the Work, the same being authorized by Change Order, Unilateral Change Order or Modification Agreement. The cumulative total of Unilateral Change Orders shall not exceed \$25,000.00. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions shall be valid and enforceable only when authorized by a written Modification Agreement executed by the Contractor and the County, and may be subject to approval by the Board of County Commissioners. Only upon receipt of a Change Order, Unilateral Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

b) Additional Work performed by the Contractor without the authorization of a Change Order, Unilateral Change

Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

c) The County will execute an appropriate Modification Agreement if such Modification Agreement is approved by the County's Board of County Commissioners. Such Modification Agreement will be prepared by the Project Manager and shall cover changes in the Work to be performed, Work performed in an emergency, and/or any other claim of the Contractor for a change in the Contract Time or the Contract Price.

d) It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

5.3. Changes Of Contract Price

The total compensation payable to the Contractor for performing the Work in accordance with the terms of this Contract shall be based upon the following described factors:

a) Application of unit prices to the actual quantities (as measured in the field by appropriate County representatives of those items designated in Proposal as being a Unit Price item);

b) Application of unit shown in Proposal to items designated as original plan quantity items; and,

c) The Proposal price shown in Proposal represents an estimate of the total compensation due to the Contractor under the terms of these Contract Documents which is based upon the quantities of items listed therein. The actual total compensation paid to the Contractor for the Project described in these Contract Documents may vary from that amount stated in Proposal due to:

- i) Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or,
- ii) Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

5.4. Changes Of Contract Time

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if Contractor makes a claim.

5.5. Contractor Must Have Legally Authorized Workforce

a) Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

- i) that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States,
- ii) that all of Contractor's employees are legally eligible to work in the United States, and
- iii) that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal

Government's Employment Eligibility Verification Form (the Form I-9).

b) A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless such an allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

c) Legitimate claims of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

d) In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor from bidding on all County contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.

e) Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

i) Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

ii) Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

iii) Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

iv) Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

v) Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

vi) Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

vii) Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

viii) Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

ix) Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

x) Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

(xi) Maintain copies of any documents accepted as proof of identity and/or employment authorization for

all new hires.

5.6. Contractor Use of Hillsborough County For Marketing Prohibited

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

5.7. Contractor's Responsibilities

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

5.8. County as Intended Beneficiary of Subcontracts

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

5.9. Emergencies

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

5.10. Failure to Perform

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

- a) Obtain the goods, Services and/or Work from another contractor; and/or
- b) Terminate the Contract; and/or
- c) Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or
- d) Pursue any and all other remedies available to the County.

5.11. Fiscal Non-Funding/Availability of Funding

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

5.12. Hand Sanitizer Ordinance

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

5.13. Equal Employment Opportunity; Non-Discrimination Clause

a) Hillsborough County, FL

- i) Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- ii) Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

b) State

- i) Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- ii) Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- iii) Florida Statutes section 112.043, prohibits age discrimination in employment.

- iv) Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- v) Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.
- vi) Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.
- vii) Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.
- viii) Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.
- ix) Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.
- x) Florida Statutes section 760.40, provides for the confidentiality of genetic testing.
- xi) Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- xii) Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.
- xiii) Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.
- xiv) Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

c) Federal

- i) Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.
- ii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- iii) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.
- iv) Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.
- v) Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- vi) Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.
- vii) Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.
- viii) Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.
- ix) Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.
- x) Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR section 60-2 (Revised Order 4).
- xi) Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.
- xii) Interagency Agreement promulgated on March 23, 1973
- xiii) Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- xiv) Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.
- xv) Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

- xvi) Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.
- xvii) Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3553.
- xviii) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.
- xix) Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- xx) State and Local Assistance Act of 1972, as amended.
- xxi) Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- xxii) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.
- xxiii) Executive Order 13673, Fair Pay and Safe Workplaces.

d) If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

- i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii) The Contractor will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

*** The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of this contract.**

5.14. Indemnification

a) General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

b) Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

c) The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:

- i) written notice of any action or threatened action;
- ii) the opportunity to take over and settle or defend any such action at Contractor's sole expense; and
- iii) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

5.15. Injury and/or Damage Claims

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

5.16. Interpretation and Intent of Contract Documents

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

5.17. Laws and Regulations

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

5.18. Legally Required Statement and Provisions Regarding Access to Records for Services Contracts

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

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

i) 813-272-5790,

ii) StromerS@HCFLGov.net,

iii) Procurement Services, 601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602.

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

- i) Keep and maintain public records required by the County to perform the services.
- ii) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following

completion of the Contract if the Contractor does not transfer the records to the County.

iv) Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

5.19. Maintenance of Records/Public Records Law

a) In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

b) All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

c) All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

d) The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

e) Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.

5.20. No Assignment of Contract

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

5.21. Non-Exclusive Contract

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

5.22. Notices to Contractor

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

5.23. Notices to the County

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

5.24. Payment and Completion

a) The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

b) The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.

c) The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.

d) The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

- i) The Work is defective;
- ii) Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or
- iii) The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

e) As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

5.25. Payment to Contractor by Electronic Payment Solution

a) ePayables: If the Contractor is enrolled in the County's ePayables electronic payment solution, all payments will be made using the ePayables electronic payment solution. The Contractor will be issued a VISA credit card account number with zero (\$0) available funds until an invoice is approved by the County for payment. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail or fax along with approval for the Contractor to charge the VISA credit card account for that amount. The Contractor will only have the ability to charge up to the monetary limit available to the account. ePayables payments will be processed via a credit card and merchant services fees will apply. Merchant services fees are determined by the vendor's agreement with their Merchant Bank. Fees are generally up to 3%.

b) Once the Contractor is enrolled in ePayables electronic payment solution and then requests to opt out, the Contractor will not be eligible to re-enroll in ePayables for a minimum of twelve (12) months.

c) ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Contractor via e-mail.

5.26. Payment to Subcontractors

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

5.27. Performance Standards and Product Quality

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

5.28. Project Manager's Status

a) County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.

b) Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

5.29. Severability

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such

determination and shall remain in full force and effect.

5.30. Solid Waste Collection and Disposal

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

5.31. Starting The Work

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

5.32. Statement of Assurance

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

5.33. Suspension of Work

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

5.34. Termination for Contractor Engaging in Business Operations in Cuba or Syria and Termination for Contractor Being on the Scrutinized Companies Lists Set Forth in Florida Statutes, Section 287.135

Contractor is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company (i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in

Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). The County reserves the right to terminate the Contract if the County discovers that the Contractor has submitted a false certification regarding the Contractor's business operations in Cuba or Syria and/or the Contractor's presence on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists"). In addition, the County reserves the right to terminate the Contract if, prior to the award of the Contract or during the Contract Period, the Contractor engages in business operations in Cuba or Syria and/or the Contractor has been placed on one or more of the Scrutinized Companies Lists.



163 Schuyler Avenue, P. O. Box 491
Kearny, New Jersey 07032
888-448-0009
www.NMSNJ.com

Request for Solution: Advanced Metering Infrastructure System

Prepared for:



**Hillsborough
County Florida**

601 E. Kennedy Blvd, 25th Floor
Tampa, FL 33602

❖ **Statement of Work**

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

Due: April 30, 2019 – 2:00 PM



163 Schuyler Avenue, P. O. Box 491
Kearny, New Jersey 07032
888-448-0009
www.NMSNJ.com

April 30, 2019

Hillsborough County
601 East Kennedy Blvd., 25th Floor
Tampa, FL 33602

RE: REQUEST FOR SOLUTION – # 18122,3 FOR AN AMI SYSTEM

Dear Proposal Review Committee:

We would like to take this opportunity to thank you for reviewing our proposal for an Advanced Metering Infrastructure (AMI) System for the County. National Metering Services, Inc., as the Prime Vendor prepared the accompanying proposal, in collaboration with our partners, according to the County's submission requirements. Our submission is a complete turn-key solution proposal that specifically minimizes the staffing requirements of the County while providing a robust data flow from the installed meters.

Our firm, National Metering Services, Inc., is a meter installation, AMR/AMI implementation contractor is the Prime Contractor providing all the installation, customer service and MDM portions of the proposal. Our partners in providing the County with the proposed solution are Neptune TG and Water Smart. Neptune is our source for the meters, R900i v5 and software and Water Smart is our source for the customer-facing portal. We are offering the County an AMI / MDM solution that is completely cutting edge which offers numerous ancillary benefits to the County as it is implemented and well into the future.

The versatility of our proposal and the Neptune TG T-10 meters, ProCoder registers and R900i v5 system allows, without delay, the immediate start of the project and the meters read via drive-by or walk-by methods before the backhaul AMI equipment is installed. Since programming of the units into a "mode" is not necessary with Neptune meters, the transition from walk-by/drive-by to fixed is as simple as choosing the reading method. This will allow the immediate use and benefits of the metering system to be realized by both read staff and billing staff.

The backhaul provider, contracted by Neptune, is highly reliable and completely flexible. Further, it will grow organically as the footprint of the County changes over time through development and planned growth. The backhaul portion of the AMI will occur through an expansion and upgrade of the provider's existing network. So as the population and development within the County grows and evolves, the backhaul network will expand and morph in sync to service these areas. Lastly, there are no maintenance costs that will be passed through to the County.

The pricing for the proposed solution includes all cost associated with the backhaul of all meter reading data for a full ten years from initial installation. There is no infrastructure responsibility for the County

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for towers, rentals or DCUs, everything in this regard is completely integrated within the proposal, including installation and all maintenance associated with any towers or DCUs.

It has been said that, "The Future is what you make it." This proposal is designed to enable and empower the County to be the master of its own destiny. By using the backhaul provider's network, which has complete saturation throughout the County is poised to be at the forefront of the technological explosion that is being made possible through "IoT" or an Internet of Things. IoT is simply devices talking to devices; conversations between devices that are made possible in this case by the LoRaWAN™ network.

The proposed network connectivity solution is based on the Long Range Wide Area Network technology (LoRaWAN), which is a prevailing choice for building IoT networks worldwide. Utilizing globally-proven Semtech LoRa Wireless Radio Frequency Technology, enables uses such as utility metering, environmental monitoring (e.g., temperature, pollution, noise), and asset tracking through LoRa technology-enabled devices and network services.

LoRaWAN uses a Radio Frequency (RF) modulation technique that provides significantly longer range, greater bandwidth, and better performance than competing technologies. LoRaWAN significantly improves receiver sensitivity and uses sophisticated radio techniques to avoid noise encountered in urban radio environments. LoRaWAN is an open standard, governed by the LoRa Alliance, that allows any hardware or gateway manufacturer to build a module or gateway that conforms with LoRa specifications. The openness and flexibility of the LoRaWAN platform is designed to enable easy deployment of additional applications through the existing network. The network is architected to support a wide range of applications and sensors from automated water metering to remote street light management. Large scale, carrier based LoRaWAN networks have been successfully deployed in markets across the globe, being utilized by governmental and local agencies including the US Forestry Service, the cities of Austin, Seattle, Nashville, Chattanooga, Los Angeles, San Francisco and a multitude of other cities and locales throughout United States as further described below.

All documents associated with the provision of this RFP will be executed by William Castle, president of the Prime Vendor, National Metering Services, Inc. Further, he is the contact person for all correspondence.

Thank you and good luck with your program and selection!

Sincerely,

National Metering Services, Inc.

William Castle

William Castle

President

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Request for Proposal – AMI System

Hillsborough County – Florida

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NMS Business Registration in State of Florida

NMS Underground Utility & Excavation License

NMS' Plumbing Subcontractor's License

NMS' Substitute W-9

NMS' Contracts on Hand and Experience

NMS' Test Bench Certifications

Propagation Study

Neptune Product Cut Sheets

Neptune Cloud Reporting White Paper

Neptune SaaS Agreement (Sample)



Quote / Total Cost

Item #	Description	Quantity	Unit Price	Extended Price
1	LoRa Data Collection Units, includes installation and maintenance	9	\$ 13,333.33	\$ 120,000.00
2	Neptune 360 AMI Software, per meter, per year	8,100	\$ 1.67	\$ 13,527.00
3	Neptune 360 Advanced Set up Fee	1	\$ 3,250.00	\$ 3,250.00
4	Neptune 360 On Site Training - 8 Hr	1	\$ 1,500.00	\$ 1,500.00
5	5/8" x 3/4" T-10 PLS 302 ProCoder, R900i v5 Pit Gal	8,000	\$ 214.50	\$ 1,716,000.00
6	1" T-10 BRZ 302 ProCoder R900i v5 Pit Gal	100	\$ 275.00	\$ 27,500.00
7	MRX920v4 Assembly Complete (Drive - by reader)	1	\$ 6,050.00	\$ 6,050.00
8	R900 Bluetooth Belt Clip Tranceiver 3.0 System	1	\$ 2,145.00	\$ 2,145.00
9	Water Smart Customer Portal - One time Set up fee	1	\$ 7,500.00	\$ 7,500.00
10	Water Smart Customer Portal Annual Subscription Fee / meter/ year	8,100	\$ 2.00	\$ 16,200.00
11	Water Smart Customer Portal Single Sign On Charge	1	\$ 5,000.00	\$ 5,000.00
12	Installation of 5/8" x 3/4" to 1" meter in pit with Radio install	8,100	\$ 34.00	\$ 275,400.00
13	Replace check valve - each (provided by the County)	1	\$ 36.00	\$ 36.00
Subtotal				<u>\$ 2,194,108.00</u>
Optional Meter Testing and Meter Recycling				
14	Exit Test of 5/8" x 3/4" meter	8,000	\$ 6.00	\$ 48,000.00
15	Recycling Credit for 5/8" x 3/4" brass meter	8,000	\$ (3.00)	\$ (24,000.00)
17	Exit Test of 1" meter	100	\$ 9.00	\$ 900.00
18	Recycling Credit for 1" brass meter	100	\$ (6.00)	\$ (600.00)
Subtotal				<u>\$ 24,300.00</u>
Grand Total				<u><u>\$ 2,218,408.00</u></u>



1. Specifications

1.1. Background *

Hillsborough County has a population of approximately 1,408,566 (2018) with an increasing annual growth rate of 6.46%. Due to the large population, the County is responsible for approximately 3,181 commercial meters and 192,929 residential meters. Of these meters, approximately 190,000 are read manually and approximately 1,200 are read using a vehicle equipped metering technology that allows drivers to capture the required information by driving through the community.

1.2. Problem Statement *

1.2.1. The Hillsborough County (County) Public Utilities Department (PUD) seeks a turnkey hosted solution to upgrade a portion of the County's existing meter infrastructure to an Advanced Metering Infrastructure (AMI) system.

The proposers understand the problems facing the County and this proposal is written to comply with the County's specifications and requirements. Hillsborough County and Neptune Technology Group have built a valued relationship over the past decade. We understand your needs and we trust that you have come to know Neptune as a supplier who offers a proven and reliable system that we stand behind with an unmatched sales and service team. National and Neptune have a long history of working together to satisfy the needs and alleviate the problems of a myriad of water providers throughout the eastern seaboard.

Hillsborough has an installed base of approximately 190,000 Neptune meters with direct read registers. These meters can easily be retrofitted with encoders to be read by Neptune's AMI network. The built-in ability for Neptune's endpoints to be read in mobile AMR and fixed network AMI mode means that your existing investment in technology can be easily migrated from mobile AMR to fixed base AMI, eliminating the significant cost of replacing these meters.

1.2.2. The solution shall provide advance data collection, consumption analysis, improve meter reading operations, and provide customers with accurate billing statements.

The proposers understand the problems facing the County and this proposal is written to comply with the County's specifications and requirements.

Data Collection

Neptune's R900 AMI System has been designed to ensure reading accuracy and integrity. With over 19 million R900 meter interface units shipped since its introduction to the market in 1999, the R900 is known throughout the industry for its reliability and performance.

Consumption Analysis

Neptune's E-Coder features leak, reverse flow, and no flow flags that are generated on a 15-minute interval and transmitted with each meter reading. The leak flags offer a new level of customer service as they will allow Hillsborough County to proactively identify and alert consumers to suspected water leaks. By promptly notifying the consumer that a high



consumption (e.g. leak) has occurred, Hillsborough County will reduce its liability for water bill adjustments.

Meter Reading Operations

The Neptune 360 head-end system shares a common software platform to allow meter data from our mobile and fixed network data collection devices to flow seamlessly into a single host software suite with the data collection hardware being deployed based on the application. This architecture will enable the County to seamlessly transition from its current direct meter reading process to full AMI in a phased approach with no interruption in billing.

Neptune's R900 system enables both AMR and AMI functionality to be supported at any given time – without the need to reprogram endpoints, to replace endpoints, or to pay a license fee to unlock additional functionality in the endpoints. Some other system brands are designed with programmable endpoints which have hidden costs, including the time and resources to reprogram the endpoint and the potential for improperly programmed units.

Accurate Billing Statements

Neptune's AMI system is optimized for peak performance in mobile and fixed network applications, with no effect on battery life, to provide the County flexible data collection technologies for the characteristics of each of the service areas to improve billing accuracy and eliminate estimated bills.

1.2.3. The solution shall take into consideration the County's rapid growth to effectively continue providing the required service without additional manpower and infrastructure that is typically associated with manual readings or drive-by systems.

The proposers understand the problems facing the County and this proposal is written to comply with the County's specifications and requirements. Neptune's technology and architecture are completely scalable to address the County's rapid population growth while maintaining a stable AMI system.

1.2.4. With the complexities involved, its logistics and County demographics, the solution shall contain and consider the following:

1.2.4.1. The solution shall have the capability to interface with the County's existing utility billing system Oracle Customer Care and Billing (CC&B) as well as Oracle's Customer to Meter (C2M) system by the year 2021.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements, as is the AMI solution herein proposed.

1.2.4.2. The County intends to move to the C2M or Customer Cloud Service (CCS) system, therefore, the solution shall have the capability to support the required adaptors for their system to integrate with Oracle's C2M data management system.

The proposers understand this requirement. This proposal is written to comply with the



County's specifications and requirements.

1.2.4.3. Solution shall provide a compatible Meter Data Management (MDM) System that will integrate with the County's Oracle Utilities' Customer Care and Billing (CC&B) system.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements.

1.2.4.4. During or after the year 2021, PUD may move to Oracle's Customer Cloud Service (CCS) and upgrade from Oracle Utilities CC&B v2.4.0.3 to the latest version of Oracle Utilities C2M (Customer Information system (CIS) and MDM system). The AMI provider/host shall integrate their Meter Data with Oracle Utilities MDM system and thereafter may not need to provide an MDM solution.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements.

1.2.5. Proposer shall adhere to the public record provisions set forth within this Specification Document. All data captured and stored during the resulting contract term shall remain the County's property. Upon contract expiration or termination, the Contractor shall return to the County all data captured and stored on a compact disk, at no charge, within 30 days.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements.

1.2.6. The County has identified approximately 8,000 5/8" meters and potentially 100 1" meters to be replaced first.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements.

1.4. Meter Requirements

Exhibit A, Technical Specifications, provides guidelines on the lower meter casing, measuring chamber specifications, and other physical appurtenances. **Note:** Sections identified as "Intentionally left blank" are not in congruence with AMI products as sought by this Request for Solutions.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements.

2.3 Submission Requirements

2.3.1 Proposals should provide a straightforward, concise description of the capabilities to satisfy the requirements of this request. Emphasis should be placed on clarity of content and thoroughness.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements.



2.3.2 All proposal responses shall be the following order and format:

2.3.2.3.1 Provide a detailed cost breakdown by meter and/or any other related equipment with your proposal.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements. Please refer to the Quote / Total Cost on page 5.

2.3.2.3.2 Provide all associated yearly fees for the software.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements. Please see the Quote / Total Cost on page 5.

2.3.2.3.3 Provide all associated yearly fees for associated equipment.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements. Please see the Quote / Total Cost on page 5.

2.3.2.4 Proposer's understanding of the scope and objectives, technical approach and work plan presented.

2.3.2.4.1 Proposers shall document all the necessary steps to be able to supply this service, with a clear delineation between items that will be the responsibility of the interested Party, and those of the County.

The proposers understand this requirement. This proposal is written to comply with the County's specifications and requirements.

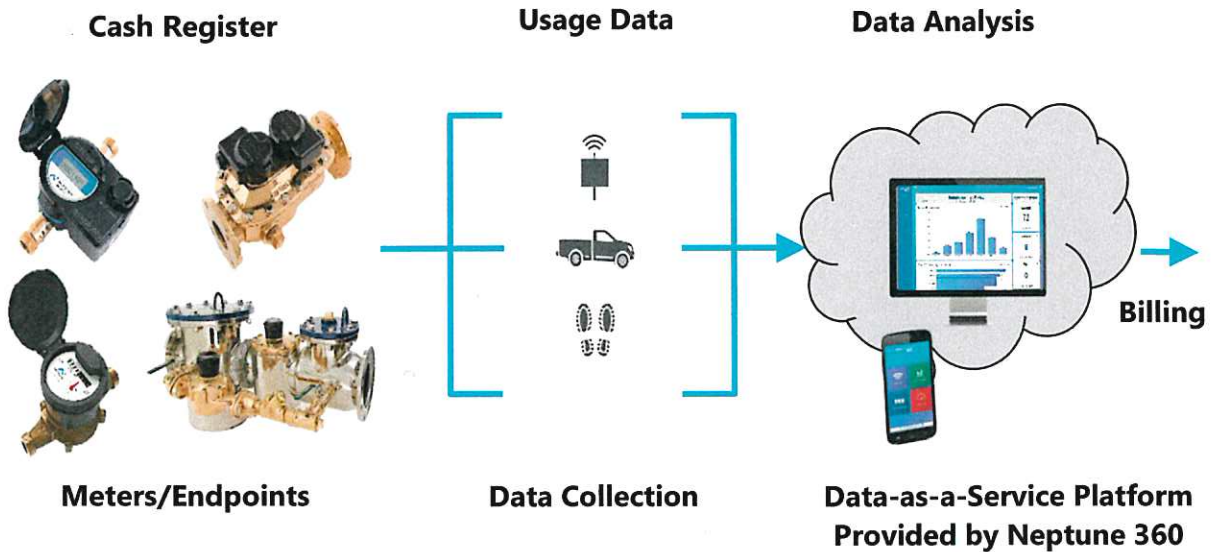
2.3.2.4.2 Describe understanding of the proposed requirements.

The proposers understand that the County is looking for an Advanced Metering Infrastructure (AMI) solution that provides advance data collection, consumption analysis, improved meter reading operations. Further, the County wishes to provide customers with accurate billing statements. See response to 1.2.2 where we detail how our solution addresses each of these areas.

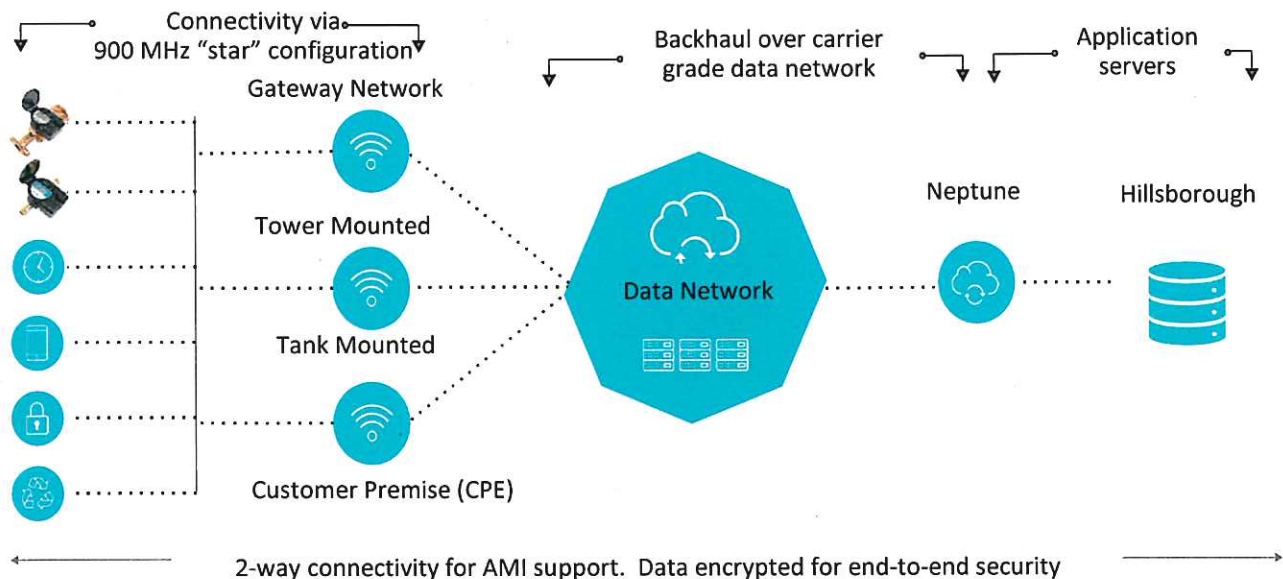
2.3.2.4.3 Describe approach to methodology of the proposed requirements.

The proposed end to end solution to Hillsborough County's AMI requirements is based on Neptune's integrated MACH 10®)R900i™ solid state ultrasonic water meter compatible with the LoRaWAN™ network protocol, Neptune's ProCoder®)R900i™ integrated T-10 PD meter with integrated LoRaWAN™ network compatibility, the Neptune 360 cloud-based data management system software (MDMS), and Neptune's Software-as-a-Service (SaaS) and Network-as-a-Service (NaaS) managed services.

Neptune Utility Management System Architecture



In this document we have summarized Neptune's proposed AMI solution and managed service offerings for network infrastructure and head-end system (HES) software. We are proposing the use of Neptune's primary AMI offering, the R900® integrated MIU, the LoRaWAN™ open-standard network architecture, and their cloud-based head-end data management system.

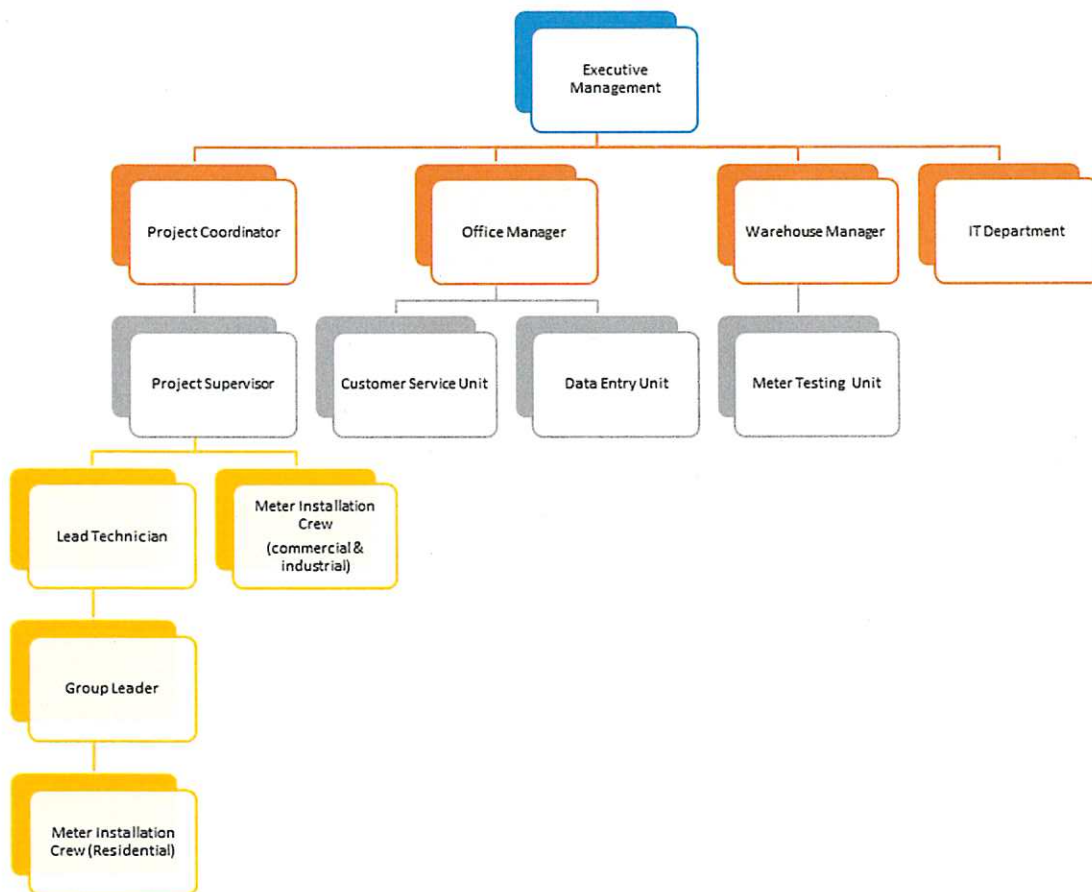


Meter Installation Process and Methodology

The installation portion of this proposed solution hinges on the proven track record and reputation of NMS. We look at each project independently and determine the most effective methodology possible to efficiently deliver sustainable levels of production based on the applicable timelines.

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

Proposed Organizational Chart



Description of Project Team Roles:

Project Coordinator – The Project Coordinator works with the Office and Warehouse Managers to insure that tasks are assigned to office staff, monitors customer service unit's interaction with customers, verifying work order information as entered by data processing unit, supervising work order preparation & customer notices, scheduling of mailings, tracking progress of project by area or route, scheduling follow-up mailings, time record keeping, payroll certification, invoice preparation, execution



of required AIA forms. All Project Coordinators report directly to Executive Management regarding the status of a program, inventory, customer service, field reports etc.

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

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

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

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

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

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



William Castle
156 West Newell Ave
Rutherford, New Jersey 07070

PROFESSIONAL HIGHLIGHTS

Jun 1997- Current	National Metering Services, Inc. Principal/President	Kearny, NJ
	• Responsible for Operations • Make presentations before City councils. • Responsible for Bid Responses. • Manage Larger projects.	
Jul 1989- Jun 1997	Automated Metering Services, Inc. Vice President/General Manager	Ramsey, NJ
	• Project manager for Newark, NJ meter installation project 93-96. • Responsible for bidding projects and job preparation. • Liaison between City and company management • Attended monthly project meetings with City personnel	
May 1986- Jun 1989	Castle Installation Co. Repair Technician/Manager	Jersey CITY, NJ
	• Small meter installation manager. • Assigned workloads to meter crews. • Responsible for HOMER system for Hackensack Water Co. (Now United Water Resources) • Managed crews for installation of over 100,000 meters in the HOMER project.	

PROJECTS MANAGED

(Partial List)

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

METER & INSTALLATION QUALIFICATIONS

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



Peter H. Martin, P.E.
301 Horton Grove Rd.,
Fort Mill, SC 29715

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

PROFESSIONAL EXPERIENCE

- 2009 - Present National Metering Services, Inc., Kearny, NJ**
Project Manager Crisfield MD Water Meter Upgrade and Large Diameter Meter Vault Installation Program. Managed and supervised crews installing residential water meters and commercial meters. Supervised and installed 14 large diameter meter vaults along the City/County line where interconnects were unmetered.
Prior to Crisfield MD project – Project Manager for Asheville NC meter upgrade. 25,000 units were installed and read with Hersey water meters and RF "HotRod" AMR.
- 2005-2009 REYNOLDS INLINER, LLC (f/k/a American Water Services), Ft. Lauderdale, FL.** Business Unit Director. Started as Engineering Project Manager over capital improvement projects of water/sewer for Military Services Group, then became Business Unit Director for Southeast Region managing sewer rehabilitation business. Responsible for engineering, estimating and regional management of cured-in-place sewer lining operation for AL, GA, and TN. Transferred in 2008 to manage the South Florida region.
- 1999-2004 THE HALLEN CONSTRUCTION CO., INC., Island Park, NY**
Asst. VP of Engineering and Project Manager – Special Projects. Responsible for engineering, estimating, and project management for a contractor performing gas distribution system maintenance and gas pipeline installation. Projects include: installation of 18,000lf of 26" steel gas main in Long Island, NY; 10-million-dollar natural gas metering and regulating station for a gas transmission pipeline connecting to Con Edison in the Bronx, NY.
- 1995-1999 MIDDLESEX WATER CO., Iselin, NJ**
Employed as Director of Distribution/Maintenance for an investor owned public water utility. Responsible for the supervision of the maintenance of the water distribution system serving over 57,000 customers with 600 miles of water mains. Staff included 28 people in distribution maintenance, 5 in transportation maintenance and 3 office personnel.

EDUCATION AND LICENSES:

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

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

PROFESSIONAL HIGHLIGHTS

Jul 2005	National Metering Services, Inc.	Kearny, NJ
Current	Southern District Project Manager • Project Manager for the first full scale Sensus fixed network. • Lead tech Large meters in Corpus Christi TX. • Managed several large installation contracts in Florida. • Attended monthly project meetings with city personnel	
Mar 1986- Jul 2005	TJM Builders Owner • New construction builder. • Assigned workloads to sub contractors. • Installed pre-fabricated houses. • Managed a total of eight full time employees.	Lincroft, NJ
Sep 1980- Mar 1986	Jersey Central Power & Light Lead Technician • Responsible for creating dept. of five employees'. • Advisor to the NRC three Mile Island. • Calibration of Radiation detection equipment. • Attended monthly planning meetings with upper management	Oyster Creek
Feb 1978- Jun 1980	I.B.M. Electro-mechanical • Repaired Electronics, Hydraulics & Pneumatics. • Repaired Control Systems. • Attended school.	Fishkill, N.Y
EDUCATION		
1974 -1978	Christian Brothers Academy High School	Lincroft, N.J
Sep 1976- Jun 1978	Devry Technical School. Electronics • Electronics Degree	Woodbridge, N.J



STEPHEN A. SANZARI
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Fort Lee NJ 07024
Cell # 201-755-4382

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

FIELDS OF EXPERTISE

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

EXPERIENCE

- Ongoing-Project Manager for all meter and endpoint replacement, service line inspection / Lead Check and large meter testing and replacement projects for all of Suez – NY; Suez – NY (F/K/A United Water New Rochelle); Suez – NY (F/K/A United Water New York).

2012 – Present **Vice President of National Metering Services Inc.**

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

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

1993-2004 **Project Manager United Metering**

New York City DEP, NY
• Repair and Replace contract for over 10,000 meters 3/4" to 10" in the five boroughs of New York including meter testing and data logging.
Briarcliff Manor, NY
• Replacement of 2,700 meters with Neptune RF system.
Albany, NY
• Replacement of 26,000 meter with Badger Trace System.
Wilmington, Delaware
• Started 5-year project to replace 27,000 meter and upgrade to AMCO/ITRON RF reading system.



Philadelphia, PA

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

United Water Rahway

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

New York City, NY

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

Pottstown, PA

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

Ridgewood, NJ – 1997-1998

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

Deptford, NJ – 1998-1999

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

Garfield, NJ – 1999-2000

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

Wall Township, NJ – 1999-2000

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

United Water Toms River, NJ – 1998-2002

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



United Water Jersey City, NJ – 2000-2004

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

PROFESSIONAL AFFILIATIONS:

South Jersey Water Superintendents Association

REGISTRATIONS AND CERTIFICATIONS:

Management Skills for First Line Supervisors, NJ 1989

Confined Space Training, OSHA29 CFR1910.146 NJ 1995

How to Take Accurate Physical Inventory, NJ 1994

Front Line Leadership Program 2009

EDUCATION:

Saint Peters College, Englewood Cliffs, NJ; 1971-1973

Bergen Community College 1991



Kelly B. Dever
4640 N.E. 105TH Place
Anthony, FL 32617
407-461-1527 cell phone
kdever@nmsnj.com

QUALIFICATIONS:

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

EDUCATION:

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

EMPLOYMENT:

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

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

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

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

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

Responsible for entire operation of facility. Supervision of truck drivers, equipment operators, and manual workers. Duties included but not limited to: daily operations,



operating and maintaining three different balers, loading and unloading of trucks and railcars, and repairing conveyors belts, balers, and equipment.

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

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

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

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



MANAGING THE CONTRACT

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

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

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

NMS recommends that all notices produced by the Utility announcing the project should include National Metering Services, Inc.'s website - www.nmsnj.com. National Metering Services, Inc. provides our website on all customer correspondences, so customers can gain access to additional information about the project in their community and get product data or general information.

NMS will do the following immediately upon receipt of the Notice to Proceed:

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

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

NMS will use its regional office located in Daytona Beach, Florida for additional support of a local project office.

AMR RF Unit Installation Procedure

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

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

Account No. _____	
Name: _____	
Address: _____	
Old Meter No. _____	New Meter No. _____
Out Read: _____	Remote #: _____
Remote Loc. _____	Set Reading: _____
Meter Size _____	M.I.U. #: _____
Remarks: _____	
Install Date: _____	Installer I.d. _____
Meter Change Order 1-888-448-0009 Meter Change Card Courtesy of National Metering Services, Inc.	

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

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

1. Installation technician arrives for meter replacement
2. Technician examines existing conditions of meter setting and takes pre-installation digital photo
3. Technician clears debris (sand, dirt) from meter box and/or de-waters meter pit as required
4. Technician shuts main valve
5. Technician replaces existing meter with a new meter and radio unit.
6. Technician restores water and checks for leak and verifies that there is a watertight seal at the meter fittings.
7. Technician mounts pit receptacle to meter pit lid
8. Technician programs MIU with Manufactures authorized equipment (supplied by NMS) and enters the data into the electronic format and paper work order
9. Technician cleans work area and takes the post installation digital photo
10. Technician completes meter change work order indicating the following: customer account number, read sequence, install date, meter size & type, new meter serial number, new MIU serial



number, reading on old meter. Technician purges the water lines from the outside hose spigot (if available).

11. Technician informs the customer of the successful installation. In the event the customer was not home during the installation a Flush the Water line notice will be left at the property.

Pre-approved Schedule

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

Installation

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

NMS will assist the County in developing a written notice to residents to be mailed in advance of the work commencing and explaining the purpose of the contact. All printed material provided by NMS to customers will be pre-approved by the County and will provide our web address and toll-free numbers. Customers may obtain additional program information by calling us or visiting the web. Below is an example of the mailer. The following three pages are examples of additional project advertisement material and appointment scheduling tools offered in our proposal.

National Metering Services, Inc.

Contractors for the Utility

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

Thank you for your cooperation.



Installation

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

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

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

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

Sample: E- Appointment Request Form @ www.nmsnj.com



back

e-appts

main

services

employment

your town

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

*Name:

*Street:

*Town:

*State:

*Zip Code:

*Daytime Phone Number:
Please include Area Code:

Email Address:

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

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

*Date One mm/dd/yy	*Date Two mm/dd/yy	*Date Three mm/dd/yy

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

Please allow minimum 2 hour window for all appointment requests.

Remarks/Notes:

Customer Service Unit

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





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

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



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

Photos of final reads are immediately accessible to Customer Service after upload, via our internet based digital photo recovery system. This tool serves as an important means of verifying an exit reading prior to a meter retrofit or replacement.

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

Data Preparation, Data Entry and Information Technology (IT)

With the customer account information provided by the County, National Metering Services, Inc. will create a new customer database, and generate workorders. Customer data is cleansed and processed into our custom SQL Based Data Management Program – Basic Accounting Billing utility (BABU). Once integrated into BABU, NMS IT staff create workorders, mailing list, customer notices and the meter installation database. NMS also utilizes the power of the BABU System to track inventory by size, type, application, new meter test data and stock quantities. This data is sent to us by the meter manufacturer once meters are shipped from the factory. NMS creates a format where the information is printed in both analog characters and in barcode on the work order. The barcode customer information speeds data entry and processing while reducing critical errors in the new and old data being uploaded into the County's customer database. All new meter information is scanned into the database for the appropriate account. Data is posted "live" as entered into the Customer Portal. Once in the Customer Portal it can be reviewed individually as needed by Town Staff or downloaded in batches into County's billing program software.

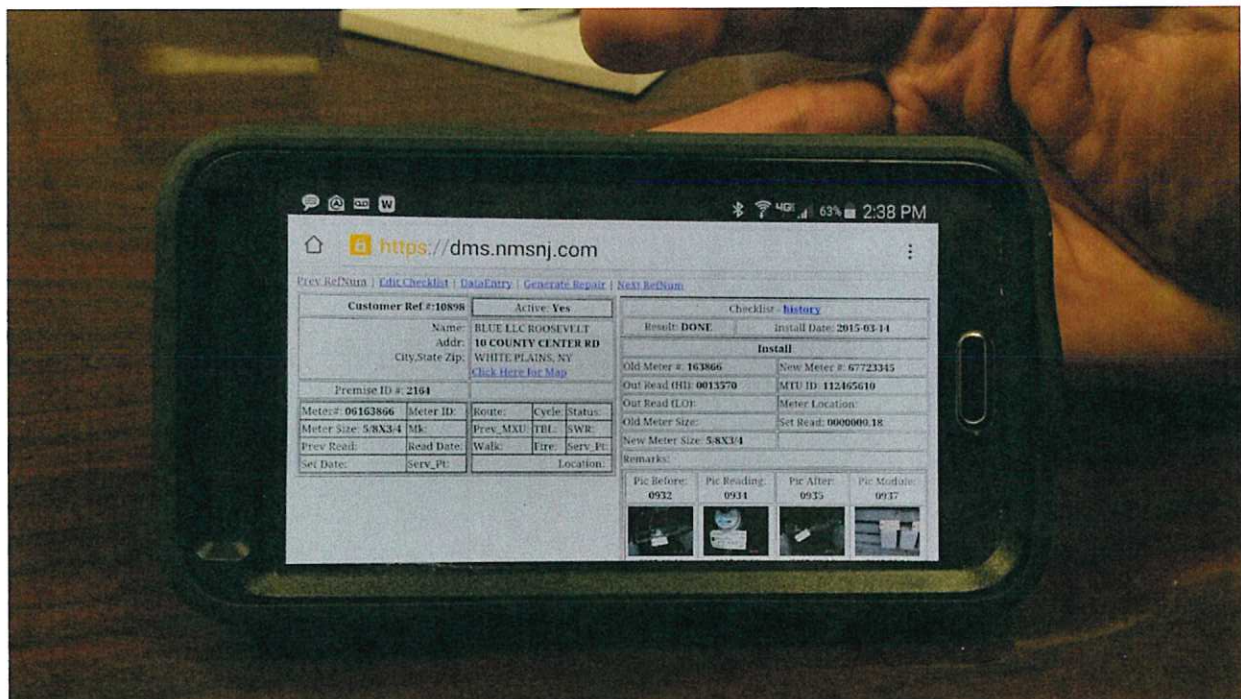


*Note your billing company may charge to interface with the Customer Portal Download feature. Utilizing the Customer Portal Download feature will prevent County staff having to re-enter all of the meter replacement data manually, and will reduce labor costs and data entry errors.



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

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



Sample Field Service Tool Data Entry Screen

National Metering
SERVICES, INC.

babu³

Edit Workorder | CARD

Customer Ref #:100	Active: Yes
Name: BARRERA, ALBA ELVIA Addr: 805 ABETO CIR CSZ : EAGLE PASS, TX 78852	
Route: 04 Book: 27	Acct #: 27-4700-00
Install	
Repair Date:	2*
Tech ID: 776	
Tech2 ID:	
Time In:	
Time Out:	
Inf Card:	
Parts:	
Pic WO Card:	Choose File No file chosen

1) Customer information block – Water service customer[WSC] information (source data provided by utility)

2) Install block (CARD) – Additional supporting installation information, contains fields necessary for documenting repairs, technician company ID's, installation start/end time, infrastructure support with parts used detail and a support picture of the paper workorder filled out by the technician.

Sample Field Service Tool Data Entry Screen Updated Complete

🕒 📶 📶 📶 45% 15:01

mobile.nmsnj.com/workorder/mobi_view.p 🔄 📄 1

babu³

Mobile Workorder |

Customer Ref #:100		Active: Yes	
Name:		BARRERA, ALBA ELVIA	
Addr:		805 ABETO CIR	
City,State Zip:		EAGLE PASS, TX 78852	
Route: 04 Book: 27		Acct #: 27-4700-00	
Meter#: 8666	Meter ID: 8666	Parcel:	Class: Status: Active
Meter Size: 5/8	Mk: SENSUS	Prev_MXU: TBL:	SWR: 00001.000
Prev Read: 2922	Read Date:	Walk: 4700	Fire: Serv_Pt: W
Set Date: 2002-09-19	Serv_Pt: W	Location:	

Checklist - [history](#)

Result: DONE	Install Date: 2015-02-04
--------------	--------------------------

Install

Old Meter #:	New Meter #:
Out Read (HI):	New Register #:
Out Read (LO):	MTU ID:
Old Meter Size:	Meter Location:
New Meter Size:	Set Read:

Remarks:

Pic Before:	Pic Reading:	Pic After:	Pic Module:	Pic House: 4479
2014:02:04 13:31:12	2014:02:04 13:31:18	2014:02:04 13:39:52	2014:02:04 13:40:07	2014:02:04 13:31:23

Repair Date: 0000-00-00	Tech ID: 776	Tech2 ID:	Time In:	Time Out:
-------------------------	--------------	-----------	----------	-----------

Inf Card:	Parts:
-----------	--------

babu³

YourTown_USA

Saving Search

Prev. Ref Num | Next Ref Num

Customer Ref #:100		Active: Yes	
1 *		Name: John Doe Addr: 1 ABBEYVILLE LN City, State Zip: Your Town, USA 12345	
Premise ID = 1446		Phone: 9148311333	Air Phone:
Meter #: 301549	Meter ID:	Route: 2	Cycle: 2
Meter Size: 5/8	Nb:	Prev_MXU:	IBL
Prev Read:	Read Date:	Walk:	Fue
Set Date:	Serv_Pt:	Serv_Pt:	Location: BACK

3 *



Google

2 *

Checklist	
Call Date:	2014-08-20
Appt Date:	2014-09-03
Result:	DONE
Priority:	
Time:	B1
Phone#:	9148311333
Alt Phone#:	
Remarks:	Remarks Data redacted for privacy
Notes:	
Problems:	
Install Date:	2014-09-03
ID:	75

4 *

Install	
Old Meter #: 301549	New Meter #: 94395462
Old Read (HI): 360549	MTU ID: 112300444
Old Read (LO):	Meter Location:
Old Meter Size:	Set Read: 0000000.66
New Meter Size: 5/8X3/4	
Remarks:	

Pic Before: \$\$\$2	Pic Reading: \$\$\$3	Pic After: \$\$\$4	Pic Module: \$\$\$5
			
2014-09-03 11:22:36	2014-09-03 11:22:50	2014-09-03 11:29:22	2014-09-03 11:39:38

Repair Date:	Tech ID: 682	Time In:	Time Out:
Inf Card: NO		Parts:	

6 *

Recent Readings (limit 5 if reading)				Full History	
MTU ID	Date/Time	Reading	collector	Valid Read	
112300444	2015-04-21 00:00:00	00243514	HartsFD	1	
112300444	2015-04-20 00:00:00	00242798	HartsFD	1	
112300444	2015-04-19 00:00:00	00240682	HartsFD	1	
112300444	2015-04-18 00:00:00	00239814	HartsFD	1	
112300444	2015-04-17 00:00:00	00239351	HartsFD	1	

5 *



Date Tested:	
Test Read:	
Low Result:	
Inter Result:	
High Result:	
Test Remarks:	
Pick Up:	

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

Sample Customer Portal Record View



1*

String Search

YourTown_USA

2*

Customer Portal: Redacted Live DEMO

Job Progress	Project Stats by Cycle					Appointments Report			Install Reports		Checklist		Export Status		Problems	
Job Total:	10802	Cycle	% Installed	# Installed	Total	Date	Time	Count	Bad Reads: 11	No Reads: 11	Total Accts:	10802	Date	#	Prob	Count
Installed:	9388	Add-On	91.76%	78	85	2015-03-04	A12	1			Removed Accts	209	Not Exported	2	PROB	56
Mixed Status:	388	Add-On	93.02%	40	43	2015-04-24	A12	1	2015-04-20	2	UTILITY	209	2014-06-02	2831		
City:	0	1	89%	3203	3599	2015-04-22	B1	1	2015-04-17	7	Adjusted Total:	10593	2014-06-03	43		
Issue:	56	2	86.64%	2995	3457	2015-04-22	A12	1	2015-04-16	7	Completed Accts	9388	2014-06-05	89		
Todo:	970	3	86.21%	2831	3284	2015-04-21	B1	2	2015-04-15	14	DONE	9388	2014-06-11	213		
Adj Total:	10746	4	72.16%	241	334	2015-04-21	A12	1	2015-04-14	1	Remaining Accts	1199	2014-06-13	48		
Start Date:	2014-01-15					2015-04-20	B1	3	2015-04-13	5	No Status	970	2014-06-30	408		
% Compl:	87.36%								2015-04-11	9	APPT	11	2014-07-07	89		
Avg Inst Day:	30.58								2015-04-10	6	APPT STALE	16	2014-07-17	142		
Last Data:	2015-04-20								2015-04-09	5	CALL CUST	2	2014-07-31	330		
									2015-04-08	3	NOTE	137	2014-08-05	95		
									2015-04-07	11	NO SHOW	4	2014-08-07	43		
									2015-04-06	5	PROB	56	2014-08-08	93		
									2015-04-02	8	SATURDAY	3	2014-08-18	255		
									2015-04-01	10	MixedStat Accts	6	2014-09-02	295		
									2015-03-31	5	MAILER	4	2014-09-03	61		
											PIT METER	2	2014-09-08	126		

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BABU®-03

- 1) Complete Database String Search
- 2) Customer Project Progress Reports – Blocks in this view can be enabled / disabled by customer request. Sample blocks include (but not limited to):
 - a. **Job Progress** – Quick summary of entire project.
 - b. **Project Stats** – Completed installations by Utility's reading order (i.e. cycle, route, book, zone, city).
 - c. **Appointments Report** – Scheduled appointments (2 week lead).
 - d. **Install Reports** – Installation reports by day, and date range. Includes meters with no recent DCU reads in addition to bad DCU reads.
 - e. **Checklist** – Complete Project Checklist broken down by individual record status.
 - f. **NMS Export / Billing System Import** – Completed Installations Export Status, enables the Billing Utility or County Staff to track data that has been completed and uploaded into the billing system.
 - g. **Problem Report** – Report on meters that could not be installed (i.e. Can't Locate Meter Pit, Customer Refusal, Bad Dog)

Customer Portal Description

National Metering
SERVICES, INC.



163 Schuyler Ave, PO Box 491, Kearny, NJ 07032 | (201) 246-1115 Phone | (201) 246-1831 Fax | (888) 448-0009 Toll Free



NMS REPORT - Greenburgh, NY From: 2015-04-15 to 2015-04-15 : Completed Installations: 14 | Modify Report Range: Start Date: 2015-04-15 End Date: 2015-04-15 Update

Num	Date Installed	Inst Type	Book	Acct#	Customer Name	St #	Dir	St Name	Apt	Old Meter # Provided	Meter Sz	Meter # Found	Old Meter Read	New UME#	Seal #	New Meter Size	Set Read	Radio #	Radio Config TS	Radio Config Results	Last Read >24hrs?	Last Read TS	Last Read	Remarks
380	2015-04-15			710	John Doe	235		ARDSLEY RD		306384	1	306384	313907	53252664		1	0000000.00	112465020			YES	2015-04-21 00:00:00	00008064	
1416	2015-04-15			12308	John Doe	280	N	CENTRAL AVE		306815	2	306815	312493	53252679		1	0000000.00	112447736			YES	2015-04-21 00:00:00	00155985	
1167	2015-04-15			14920	John Doe	0		FIELDSTONE DR		353885	3	353885	23325200	70293801		3	00000243.7	112469936			YES	2015-04-21 00:00:00	00000296	
1268	2015-04-15			16048	John Doe	0		FIELDSTONE DR		07025129	2	025129	47124800	53252662		1	0000000.00	112364240			YES	2015-04-21 00:00:00	00340982	
1269	2015-04-15			14906	John Doe	9		FIELDSTONE DR		384814	3	384814	63392400	70293803		3	00000638.4	112469962			YES	2015-04-21 00:00:00	00003310	
1171	2015-04-15			16050	John Doe	26		FIELDSTONE DR		306779	2	306779	0686850	53252657		1	0000000.56	112469926			YES	2015-04-21 00:00:00	00354674	
1172	2015-04-15			16046	John Doe	29		FIELDSTONE DR		343458	4	343458	14317000	70298924		4	00000266.0	112468368			YES	2015-04-21 00:00:00	00004975	
1173	2015-04-15			16052	John Doe	55		FIELDSTONE DR		54262215	11/2	262215	16443514	53252658		1	0000000.73	112469954			YES	2015-04-21 00:00:00	00348162	
1174	2015-04-15			16054	John Doe	59		FIELDSTONE DR		306568	11/2	306568	2905300	53252704		1	0000000.63	112465590			YES	2015-04-21 00:00:00	00145613	
1061	2015-04-15			13426	John Doe	63		HARVARD DR		305022	5/8	305022	208108	67723301		5/8X3/4	0000000.16	112465016			YES	2015-04-21 00:00:00	00000538	
1191	2015-04-15			14938	John Doe	0		PINEWOOD RD		14087142	3	087142	31305300	70293799		3	00000269.4	112464064			YES	2015-04-21 00:00:00	00004436	
7333	2015-04-15			7548	John Doe	203		PONDSIDE DR		166207	1	166207	110537	53252660		1	0000000.00	112463754			YES	2015-04-21 00:00:00	00005111	
9249	2015-04-15			11266	John Doe	7		THERESA LN		306236	1	306236	229142	53252663		1	0000000.00	112463662			YES	2015-04-21 00:00:00	00021632	
9723	2015-04-15			1318	John Doe	39		WALBROOKE RD		304388	5/8	304388	307439	67723302		5/8X3/4	0000000.00	112443820			YES	2015-04-21 00:00:00	00008364	

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BABUK, INC.



A spreadsheet hardcopy detail is submitted with all pay requests. The dates can be changed on the report at will for maximum flexibility. This information is also available through the portal via the "Install Reports" hyperlink. This streamlines the process for confirming data in a pay request by utility staff.

Install Report Description



1*

Search

YourTown_USA

2*

Week 1	Mon 04-20-2015	Tue 04-21-2015	Wed 04-22-2015	Thu 04-23-2015	Fri 04-24-2015	Sat 04-25-2015
YourTown_USA	2-0	2-1	1-1	0-0	0-1	0-0
Week 2	Mon 04-27-2015	Tue 04-28-2015	Wed 04-29-2015	Thu 04-30-2015	Fri 05-01-2015	Sat 05-02-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 3	Mon 05-04-2015	Tue 05-05-2015	Wed 05-06-2015	Thu 05-07-2015	Fri 05-08-2015	Sat 05-09-2015
YourTown_USA	0-1	0-0	0-0	0-0	0-0	0-0
Week 4	Mon 05-11-2015	Tue 05-12-2015	Wed 05-13-2015	Thu 05-14-2015	Fri 05-15-2015	Sat 05-16-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 5	Mon 05-18-2015	Tue 05-19-2015	Wed 05-20-2015	Thu 05-21-2015	Fri 05-22-2015	Sat 05-23-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0
Week 6	Mon 05-25-2015	Tue 05-26-2015	Wed 05-27-2015	Thu 05-28-2015	Fri 05-29-2015	Sat 05-30-2015
YourTown_USA	0-0	0-0	0-0	0-0	0-0	0-0

3*

Repair Appts	Install Rept (all)	Checklist	Infrastructure Report	Repair WO	Meter Testing
Date Count	Bad Reads 10 No Reads 17	Total Accts: 10802	Install Date #	Result Count	Adjusted Total: 10593
Click Date for Details opens in new window	Date Appts DK Total	Removed Accts 209	2015-04-12 2		Completed Installs (No Retrofits): 9389
	2015-04-20 3 0 3	UTILITY 209	2015-04-15 3		Old Meter Size Tested Not Tested Total
	2015-04-17 4 3 7	Adjusted Total: 10593	2015-04-10 1		UNK 82 26 108
	2015-04-16 5 2 7	Completed Accts 9389	2015-04-07 1		5'X3'4 2 1 3
	2015-04-15 14 0 14	DONE 9369	2015-04-02 1		5'6 6525 302 6827
	2015-04-14 1 0 1	Remaining Accts 1198	2015-04-01 1		3'4 67 2 76
	2015-04-13 4 1 5	No Shows 970	2015-03-30 1		1 1867 60 1927
	2015-04-11 9 0 9	APPT 10	2015-03-27 1		11'2 124 2 126
	2015-04-10 6 0 6	APPT_STALE 16	2015-03-24 1		11'2 1 1 2
	2015-04-09 4 1 5	CALL_CUST 2	2015-03-23 1		2 187 15 202
	2015-04-08 3 0 3	NOTE 137	2015-03-17 2		27 2 2 3
	2015-04-07 11 0 11	NO_SHOW 4	2015-03-16 1		3 28 10 38
	2015-04-06 5 0 5	PROB 56	2015-03-14 1		4 40 10 50
	2015-04-02 8 0 8	SATURDAY 3	2015-03-12 1		47 4 0 51
	2015-04-01 9 1 10	MixedStat Accts 6	2015-03-11 1		6 5 5 16
	2015-03-31 5 0 5	MAILER 4	2015-03-10 1		8 2 2 12
	2015-03-30 10 1 11	PIT_METER 2	2015-03-09 1		87 1 0 88

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B154780X

- 1) Complete Database String Search
- 2) Appointment Status Bar AM/PM by Date (6 week lead)
- 3) Project Progress Reports (Repair Appointments, Daily Installation Report with counts for appointments and door to door solicitation, Project Checklist, Infrastructure Report, Issued Repair Workorders, Exit Meter Testing)

Customer Portal Main Menu Screen View



Field and Service Personnel

All NMS personnel assigned to the project will be in company uniform, have a picture ID and wear a meter installer badge indicating the County's project. All installers will be registered with the local Police Department prior to commencement of the project.

- a.) NMS will provide a list of personnel assigned to the project including the chain of command and daytime telephone numbers. This list will be provided prior to commencement of any work.
- b.) NMS enforces strict discipline and good order among its employees. All employees always have a background check performed on them and a copy will be forwarded to the County.
- c.) In the event the County notifies NMS in writing of any person whose work is, in its opinion, careless, incompetent, disorderly or otherwise unsatisfactory, such person will be discharged from working on this contract and will not again be employed on this contract.
- d.) NMS employees are routinely tested for substance or alcohol abuse as allowed by law. NMS provides a safe and drug free work place and enforces a zero-tolerance policy. NMS employees are screened for substance abuse at time of hire and then continually by lottery or complaint.
- e.) All NMS Field Service Staff are OSHA 10 Certified and Confined Space Certified. New hires are required to complete the OSHA 10 courses at the time of employment. *See attached NYS DOL Notice - Labor Law §220, section 220-h.
- f.) NMS employees will not and are not permitted to solicit work from Water Utility customers during the term of the contract, including a period of 1 year after substantial completion of the project.



Vehicle Identification

All NMS vehicles have company identification permanently displayed on their vehicles. All hired vehicles or privately-owned vehicles used for the project will have appropriate signage identifying the vehicle as an NMS service vehicle with contact information clearly displayed including toll free number and website. All vehicles owned or hired will be registered with the local Police Department and a detail of the service vehicle will be provided to the Water Utility. The detail must be updated when vehicles enter or are removed from the project

Working Hours

- a.) Work performed under this contract will be performed between 8:00 AM and 5:00 PM, Monday through Friday. Saturday schedules will be added as required by customer request.



- b.) Customer Service Hours are Monday – Friday 8:00 AM to 5:00 PM. If installers are scheduled to work on a Saturday, customer service is staffed to support or assist the installers as needed.
- c.) Areas of work and scheduled appointments are forwarded to the Water Utility the day prior. This enables Water Utility staff and local authorities to have knowledge of areas of operation, appointment request volume, and where installers will be soliciting door to door.
- d.) Installations for industrial and commercial facilities will be scheduled at a time acceptable to the facility owner and, if applicable, tenant. Scheduling will be done so as not to interfere with their normal operations.

Qualifications / Training

- a.) All installation work will be first class in all respects. Employees thoroughly experienced in meter work will perform the installation of the gas, water meter and electric meters.
- b.) A combination of class room and field training is incorporated into our training methodologies to ensure that our employees are capable of professional quality work.
- c.) Only employees of National Metering Services, Inc. will be utilized on this project; No subcontractor will be hired for this project.

System Integration

NMS will utilize our computerized tracking system that coordinates scheduling with actual production totals and the monthly payment requests. This system will be fully integrated with all phases of scheduling, production, customer contact documentation, inspection, and accounting. It will be capable of providing the County with a hard copy and an electronic copy of monthly production, status and problem accounts.

This report will be made available to the County and submitted with pay requests.

Project Office and Storage Facilities

- a.) Ample storage facilities for all company materials, equipment, tools and supplies required for operations will be provided by NMS.
- b.) Office space for staff and telephone to receive customer calls and process meter installation data will also be provided by NMS.

Time Table

National Metering Services, Inc will strictly adhere to the contract timelines as stipulated in the proposal documents. Any deviation – increase or decrease in installations will be done in conjunction with the County.

Installation Warranties

All installation work performed under this contract will be guaranteed AS SPECIFIED IN PROJECT PLANS.



Leaks reported AS SPECIFIED IN PROJECT PLANS, will be repaired by the contractor at no additional expense to the County or its customers.

2.3.2.4.4 Describe ability to integrate with current and future systems.

Neptune's Cloud Platform Management system includes Application programming interfaces that allow for integration of metering data to be shared with third party applications. Which includes MDM, work order management, consumer portal, and other utility facing applications. The only pre-requisite is that the 3rd party vendors can consume representational state transfer web services

2.3.2.4.5 List all elements necessary to implement and operate a completely functional system.

AMI Project Components

Company Supplying AMI Network/Headend	Neptune Technology Group
Primary AMI Network	R900 Fixed Base AMI / NaaS LoRaWAN
Additional AMI Network Fill-in	CMIU / 4G LTE Verizon
AMI Headend Software	Neptune 360
Company Providing Meter/Endpoint Professional Installation Services	National Metering
Meter Manufacturer	Neptune Technology Group
Model of Residential Meter	T-10

2.3.2.4.6 Indicate all meters that are compatible with their AMI system.

The R900 MIU is compatible with Neptune ARB V, ProRead, ProCoder, E-CODER, and MACH 10 registers. Additionally, competitive registers using Sensus UI-1203 protocol, such as Sensus ECR II, ICE, iPerl, Electronic Register, OMNI, Hersey/Mueller Translator, Badger ADE and HR E|LCD and Elster/AMCO Invision are all compatible.

2.3.2.4.7 Provide detailed hardware, software and networking requirements for their proposed hosted solution.

We will provide all AMI network hardware (i.e. LoRaWAN compatible gateway collectors, mounting equipment, cabling, RF antenna) and installation services as part of the NaaS service. Hillsborough County will not be required to negotiate site licensing or any long-term lease agreements associated with the AMI project. We will be responsible for such services to accommodate the LoRaWAN infrastructure and these will be included in the NaaS pricing.

Water Meters

T-10® METERS

5/8" through 2"



Every T-10® water meter meets or exceeds the latest AWWA C700 Standard.

Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber. The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress. The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position or in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

	T-10® Positive Displacement Meter Neptune T-10® water meters are time-proven for accuracy and dependability even at low flow rates and provide a wide effective flow range for maximum revenue.	Key Features • Meets or exceeds the latest AWWA C700 Standard • Lead free bronze maincase – NSF/ANSI 61 and NSF/ANSI 372 certified, SDWA compliant • Lifetime guarantee on meter body • Positive displacement nutating disc measuring chamber • Effective flow range • Proprietary polymer measuring chamber materials maximize long-term accuracy • Floating chamber design is unaffected by meter position or in-line piping stresses
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MACH 10®)900i™

Alternatively, Neptune offers the MACH 10®)900i™ ultrasonic static meter, meeting the requirements of the latest revision of AWWA Standard C-700 and C-707. All Neptune MACH 10® cold-water meters fully comply or exceed applicable AWWA Standard requirements for construction and pressure loss.



These meters are in compliance with the ANSI/NSF Standard 61 and ANSI/NSF Standard 372; Drinking Water System Components – Health Effects in addition to the requirements of the Safe Drinking Water Act and California Proposition 65. These meters also comply with Annex G Certification and Annex F Compliance Testing. Detailed product literature is provided in the appendix of this bid response.

The high-resolution measurement of the MACH 10 allows you to accurately capture extremely low flow rates. The MACH 10®)R900i™ features no moving parts, so there is no opportunity for accuracy loss over the life of the meter. Maintaining this level of performance over the life of the meter provides maximum revenue generation from your metering program.

High-Resolution Measurement

- Extended low-flow range and accuracy
- Extended upper-flow range capability
- No special test mode required for bench testing
- Sustained accuracy over meter life

NSF/ANSI 61 Certified Bronze Maincase

- Regulatory compliance
- No stranded assets – durable bronze maincase and threads

Supports Water Conservation

- Extended low-flow range identifies the smallest leaks
- 15-minute interval flow monitoring for advanced leak detection
- Enables proactive leak notification on customer bills

Increased Operational Efficiencies

- Work order reduction for high water bill inquiries
- Maintenance-free – no moving parts, plus fully-potted electronics and battery
- 20-year battery life

Tamper Management

- Identification and prioritization of potential tamper cases

	MACH 10® Solid State Ultrasonic Meter Ensure continued accuracy and performance over time. The MACH 10 solid-state ultrasonic meter features no moving parts to wear out over time. Its high-resolution measurement enables capture of extremely low flow rates. It combines solid-state metrology with corrosion-resistant, lead-free, high-copper alloy main case, built to withstand demanding service conditions.	Key Features • Sizes 5/8", 3/4", 1", 1-1/2", 2" • Extended low-flow/upper-flow range and accuracy • No special test mode required for bench testing • Sustained accuracy over meter life • Maintenance-free. Fully potted electronics and battery • 1-Watt fixed network LoRa message to support LoRaWAN™ fixed base AMI • 2-Way communication to support time synchronization
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E-CODER®)R900i™

Neptune's E-CODER®)R900i™ endpoint is an innovative "all in one" design that combines an E-CODER absolute encoder with a R900 MIU into one easy-to-install package. The E-CODER provides a large, easy-to-read LCD display for visual reading along with information for rate-of-flow and leak and backflow indicators. This smart water endpoint requires no programming and there are no requirements to set the mode of operation.

From the factory, the R900 endpoint is active and transmitting at predetermined transmission intervals for operation on a LoRaWAN network to provide time synchronized hourly meter readings as well as a backup mobile reading method. This allows the endpoint to transmit meter reading data for any reading method – walk-by, mobile, or fixed network. Utilizing the two-way capability of the LoRaWAN architecture, R900 endpoints support two-way communication with the network which provides capability for time synchronization of each connected endpoint. The R900 MIU also supports the retrieval of 96 days of hourly consumption data along with leak and backflow events as part of the standard data logging capability.

	E-CODER®)R900i™ Combination absolute encoder register/radio frequency meter interface unit (RF MIU) provides 2-way communications for advanced smart metering. Migrate from mobile to fixed network reading without site visits or reprogramming with the E-CODER®)R900i interleaved mobile and fixed network messaging	Key Features • Simultaneous mobile and fixed network reading capabilities with no programming required • Easy to install wireless package • 96 days of hourly consumption data available through local interrogation • 2-Way communication • 1-Watt fixed network LoRa message to support LoRaWAN™ fixed base AMI
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ProCoder™)R900i™

Neptune's ProCoder™)R900i™ endpoint is an innovative "all in one" design that combines a non-contact LED absolute encoding technology to ensure the odometer read exactly matches the remote read. Detect ultra-low flows and monitor direction of flow, using the ProCoder's extended resolution from the dial and seep hand. This smart water endpoint requires no field programming.

From the factory, the R900 endpoint is active and transmitting at predetermined transmission intervals for operation on a LoRaWAN network to provide time synchronized hourly meter readings as well as a backup mobile reading method. This allows the endpoint to transmit meter reading data for any reading method – walk-by, mobile, or fixed network. Utilizing the two-way capability of the LoRaWAN architecture, R900 endpoints support two-way communication with the network which provides capability for time synchronization of each connected endpoint. The R900 MIU also supports the retrieval of 96 days of hourly consumption data along with leak and backflow events as part of the standard data logging capability.

	ProCoder™)R900i™	Key Features • 8-digit remote meter reading • Leak, tamper, and reverse flow detection • Solid-state absolute encoder – fully submersible • Long-life lithium battery with capacitor • Interleaved standard mobile message • 1-Watt fixed network LoRa message to support LoRaWAN™ fixed base AMI • 2-Way communications
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	Combination absolute encoder register/radio frequency meter interface unit (RF MIU) provides 2-way communications for advanced smart metering. Make migration from mobile to fixed network reading without site visits or reprogramming with the ProCoder®)R900i™ interleaved mobile and fixed network messaging	96 days of hourly consumption data available through local interrogation
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Cellular MIU (CMIU™) Endpoints

As part of Neptune's commitment to technology and a broad AMI portfolio, our Cellular MIU (CMIU™) is also available to augment either our R900® LoRaWAN™ or R900® Gateway Fixed Base AMI solutions. Leveraging cellular networks, the CMIU can be used for surgical deployments and fill-in as needed to support a comprehensive AMI solution. The CMIU is available in either wall or pit packages and uses 4G LTE technology for connectivity and delivery of meter readings and alert notifications for leak, backflow, and tamper.

The CMIU™ supports three modes of operation, Basic, Advanced, and Pro to support a variety of Utility use cases. Basic mode supports hourly data delivered once per day. Advanced mode supports hourly data delivered every four hours. Pro mode supports 15-minute data delivered every hour. The CMIU™ is a two-way device and supports time-synchronization of meter reading data for presentation at the HES.

	Cellular Meter Interface Unit (CMIU™) The CMIU securely transmits meter reading data using a 4G LTE cellular network. Leverage an existing 4G LTE network to provide cellular connectivity. Utilize hybrid deployments with both R900 and CMIU to fix the unique needs of each Utility	Key Features - Network-as-a-Service (NaaS) 4G LTE cellular technology using AT&T or Verizon - Operating modes: - Basic – hourly data delivered every 24 hours - Advanced – hourly data delivered every 4 hours - Pro – 15-minute data delivered every hour
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Neptune Mobile Collection Hardware

With Neptune's field proven mobile collection devices, the MRX920™ mobile data collection unit or the R900® Belt Clip Transceiver (BCT) walk-by data unit can be used in support of hybrid AMI/AMR solutions, as back-up to AMI or in support of impromptu field service calls. Simply pair the units with a handheld or mobile device running the Neptune® 360™ mobile application.

 	MRX920™ Mobile Data Collector, R900® Belt Clip Transceiver (BCT) Data Collector Make meter reading automatic using Neptune's reliable, accurate, and field proven MRX920™ mobile data collector. Compatible with all generations of R900® MIUs. Perform out-of-cycle or high-density meter reads by pairing the R900® BCT transceiver with a handheld or mobile device running the Neptune® 360™ Mobile application.	Key Features • MRX920™ Mobile Data Collector ○ ESRI powered GIS maps show meter reading/flag status ○ View and share consumption activity graphs onsite to address high bill complaints • R900® BCT Walk-by Transceiver ○ Software-defined radio (SDR) for compatibility with future products ○ Retrieve 96 days of hourly consumption data • Wireless paired to an Android or iOS compatible handheld or mobile device through Bluetooth
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LoRaWAN™ Network Infrastructure / Network-as-a-Service (NaaS)

Neptune's proposal leverages Network-as-a-Service (NaaS) for the deployment of the LoRaWAN™ network infrastructure. As part of the NaaS solution, no utility personnel are responsible for the installation, operation, and ongoing maintenance of the LoRa Gateway and LoRa infrastructure. Instead, Neptune is responsible for all aspects of the AMI network design and O&M for the defined lifecycle of the AMI contract. This also includes the cloud-based network and the application servers supporting LoRaWAN and any network infrastructure upgrades over the life of the AMI project. By leveraging NaaS, the County can focus on the business of water and eliminate infrastructure concerns and the burden of managing collections devices.

The following diagram illustrates the LoRaWAN™ network architecture showing end-to-end connectivity of R900® endpoints and interfaces with the HES for the County.

Neptune HES Cloud-Based Data Management Platform

Neptune's Head End System (HES) is a cloud-based data management system that will process readings from both the AMI and AMR network. The utility's billing system will provide an interface to the HES via import/export files in a Neptune record format. For billing purposes, the user will select which cycles and routes that are required for meter reading and billing. The data is paired to meter reading data captured from the field either through the AMI or AMR network. Routes with completed meter reading data are sent via an export file to the billing system. The billing system will process the readings from the export file for billing purposes.



Neptune's HES provides a complete view of metering data and analytics." The HES is offered as a SaaS model which ensures that we can effectively support our customers while delivering the highest level of performance and application stability. The HES utilizes a modular concept of deployment which will allow utilities to migrate to new features at their own pace, while only paying for the features they currently need. With its intuitive and modern design, Neptune HES is built upon the most advanced technological infrastructure, while focusing on data integrity and state-of-the-art data security.

Neptune has partnered with Amazon as its SaaS vendor and has chosen Amazon's Web Services (AWS) because of its flexibility, exceptional security, deployment speed and performance. These AWS features, along with our metering and data integrity experience, allow us to provide a fast lane project start-up within a secure environment along with advanced servicing and support of daily operations for our utility partners.

Security has long been the biggest concern of organizations that are considering a move to a cloud-based application. Many cloud experts say the cloud is more secure than on-premise data centers. The HES is hosted by Neptune in Amazon Web Services (AWS), which provides the most secure and scalable infrastructure for managing a utility's metering data. Neptune selected Amazon Web Services (AWS) due to its years of experience and reputation for designing, constructing, and operating large-scale data centers.

2.3.2.4.8 Provide a plan to properly train specified utility internal personnel how to install, maintain and operate the AMI Solution.

Proposed Training Outline for Hillsborough County Personnel

The proposers will provide a customized training program for Hillsborough County's water department inclusive of these key areas and more. Generally, the training is customized to the specific needs of the utility personnel including meter readers, in-office software system operators, and in-house technical support personnel. All training classes will be conducted utilizing actual equipment to be installed in the County's production AMI meter reading system. Software training will be made available through either remote or onsite training as dictated by the preference of the water department.

All in-house technical support personnel will be trained on basic system functionality and communication hardware and software requirements. All system configuration, technical, and operational documentation is provided for all AMI system hardware and software during training (i.e. meters, encoded registers, RF MIUs, and HES system software). The following is a preliminary outline of the training to be provided.

Day One: Focus Meter Readers and Field Operations Personnel

- R900® end-point meter and MIU installation and test
- Overview of LoRaWAN™ network architecture



Day Two: Focus In-Office Software System Operators

- Overview of cloud-based head end host software and platform
- Review of HES features and functionality (i.e. base meter reading, alarms, event notifications, reports)

Day Three: Additional Training (optional)

An additional half day can be utilized to ensure that all content has been reviewed and all questions are answered. This half day is not required, however, is available as needed to support a comprehensive training program to Hillsborough County's specific needs.

2.3.2.4.9 Provide any relevant cut sheets, data sheets, product specifications, and warranty information on the proposed solution.

Please see enclosed product sheets and warranty documents.

2.3.2.4.10 List and describe any third-party software included/necessary for the complete operation and any specific terms of use governing the included third-party software.

The Head End Software Application requires no 3rd party software in order to export data. A VPN tunnel to the Amazon Virtual Cloud would be required to send readings back to the utilities billing system.

2.3.2.4.11 Explain in detail their MDM system and provide examples of all reporting, standard or custom.

Please refer to the enclosed list of reports, titled "Neptune Cloud Platform Reporting".

2.3.2.4.12 Indicate the frequency of software and system updates, and whether there are any additional fees associated with all relevant updates.

One of the key benefits of SaaS is the ability to deploy new updates and feature releases faster and more efficiently. The Neptune system has the ability to release new product features quarterly or sooner for features that are in high customer demand. All updates, new feature releases, and maintenance are scheduled after hours or on weekends to prevent any customer interruption and minimize potential downtime. There are no fees associated with relevant updates.

2.3.2.4.13 Provide a detail description of the system's proactive alert capabilities to include how the alerts are sent (email, test, etc.) and for which kinds of incidents alerts can be programmed (broken pipe, etc.).



The R900 System provides proactive alert notifications for tamper, reverse flow, leak events, and days of zero consumption. These are transmitted to the Head End Software for alert notification and display in the Head End Software. Cut wire (tamper) condition, results in a “no read” condition, represented by “all colons” (:::::) in the readings field. The reverse flow flag is used to notify a backflow condition occurring at the meter and subdivided into a minor and major reverse flow. The leak events are subdivided into two categories: intermittent and continuous. Leak events are calculated based off of 96, 15-minute intervals in a 24-hour period. If 50 to 95 of those intervals recorded consumption, then an intermittent leak event is recorded and transmitted to the Head End Software. If all 96 intervals recorded consumption, then a continuous consumption leak event is recorded and transmitted to the Head End Software.

2.3.2.4.14 Provide any relevant cut sheets, data sheets, product specifications, and warranty information on the proposed solution.

Please refer to the attachments included in this response.

2.3.2.4.15 Include a compatible portal to assist customers with conserving water and obtaining a better understanding of their usage habits.

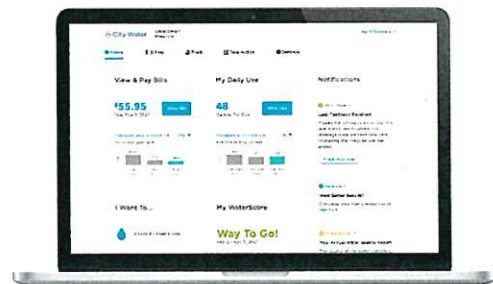
The proposers recommend a WaterSmart customer portal. WaterSmart’s Customer Engagement Portal is a comprehensive and intuitive platform for customer engagement, account settings, notifications, forms, leak resolution, bill pay, etc.

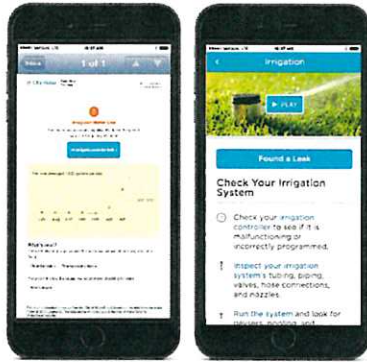
WATERSMART CUSTOMER SELF-SERVICE AND ENGAGEMENT PLATFORM

With over 100 utilities in 25 states representing over 4 million customer accounts, WaterSmart the largest and most experienced water customer self-service and engagement platform in the water industry. We serve utilities with AMI, AMR, and manual read meter technologies and can accommodate a mix of meter read frequencies (hourly, daily, monthly).

CUSTOMER PORTAL

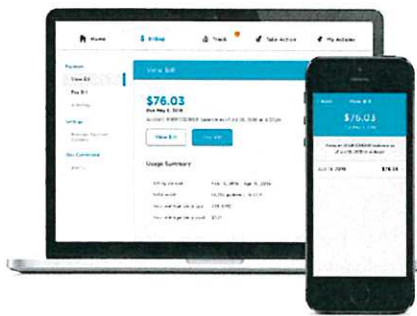
The WaterSmart Customer Self-Service Portal, available to customers through a mobile and web application interface, provides a single place for customers to see consumption, check and resolve leaks, view bills, sign up for paperless billing, complete forms, and receive targeted messages about Utility promoted events and programs. If selected by the Utility, the Customer Portal is available in both English and Spanish. By helping customers resolve the most common issues themselves, Utility staff can reduce low-value calls, reduce costs, and increase customer satisfaction.





Alerts and Notifications

WaterSmart provides alerts to customers to notify of potential high volume or continuous use leaks, to notify a customer that they have reached a self-selected consumption threshold, or to inform customers before the end of the billing cycle that they are likely to have high water use on their upcoming bill. Threshold notifications and leak alerts are further enabled by AMI, though they are also available for non-AMI customers. Alerts can be sent through multiple channels—email, SMS text message, automated voice call, or print. Burst leak alerts are currently targeted at single-family residential accounts and irrigation-only accounts, whereas continuous leak alerts are available for all meter classes. The leak resolution workflow helps customers identify the source of their leak and resolve the leak on their own.



Electronic Bill Presentment

WaterSmart's Electronic Bill Presentment is a convenient option for Utility customers who want to view their bills online and link seamlessly to their bill payment site. Integrated water consumption and bill information gives Utility customers context on their water use and a better understanding of the value of water services. The Utility will gain persistent savings by avoiding print costs, encouraging on-time payments, and answering fewer billing-related support calls.

Forms

Forms is a simple tool for Utility staff to create and publish any type of electronic form with a three-step process: designate form settings, add form fields, and publish. Some example forms Utility staff may create include start and stop service, reporting water waste, submitting meter reads, and requesting a home audit. Responses are tracked in the Utility Dashboard, where Utility staff can view submissions, reply to submissions via email, manage submission statuses, download attachments, and leave notes for future reference.



Bill Explainer



Bill Explainer is a great resource within the Customer Portal, providing automated self-help to customers to identify and resolve concerns over high bills. Bill Explainer analyzes a customer's billing period consumption data in conjunction with their property data and information collected in their Household Profile to provide a personalized assessment of the most likely drivers for their bill amount. Likely causes may include a leak, over-irrigation, a rate increase, or a longer billing period length. Utility staff see the same information as the customer on the Utility Dashboard, supporting their efforts to respond to customer calls about perceived high bills in a faster, more satisfying manner.

Spanish Language Availability

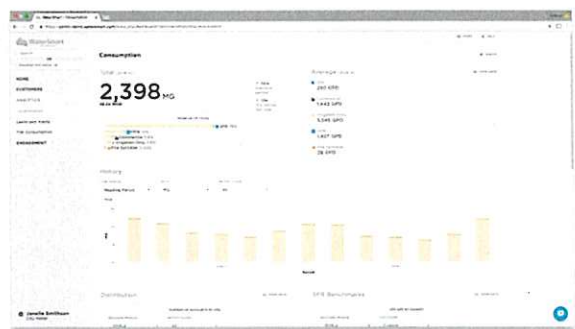
If selected by Utility (as noted in the Program at a Glance), the WaterSmart Customer Portal is available in English and Spanish, and in any other languages specifically noted in the Program at a Glance. A customer can change their preferred language within the Portal. Payment pages may not be available in languages beyond English depending on availability from payment provider. Take Action Recommendations may not be available in languages beyond English. Customer Welcome Letters can be sent with messages in multiple languages (subject to space and character constraints). Translated text must be provided by Utility.

Payment Website Integration with Single Sign-On (SSO) or Click-Through Registration

WaterSmart can provide log-in to our customer Portal using third party credentials (i.e. billing provider or other government website registration information) through SSO (Single Sign-On) using the SAML 2.0 or OAUTH2 protocol, as well as Facebook Connect. This provides for bi-directional, seamless registration to multiple portals using a single set of credentials. Optionally WaterSmart supports Click-Through Registration for uni-directional sign-on from a third-party site to WaterSmart using a URL redirect with key-based encrypted data¹.

UTILITY ANALYTICS DASHBOARD

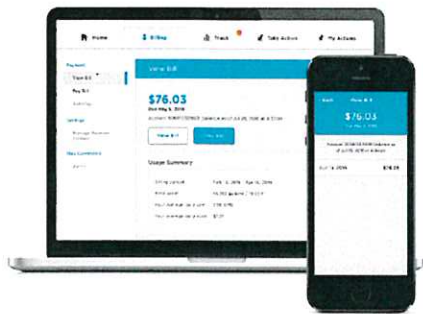
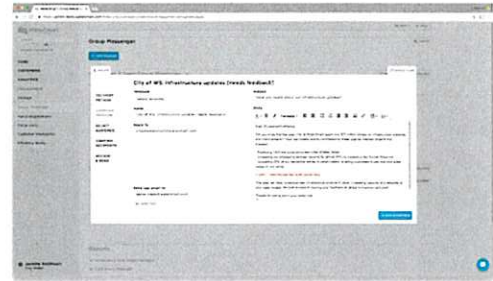
The Utility Analytics Dashboard provides powerful analytical insights regarding customer consumption (use by account type, high users, etc.), outbound and inbound communications (outgoing leak or other alerts, incoming emails, etc.), and use of the Customer Portal (visit frequency, device access, most visited pages, etc.) The Dashboard also identifies and notifies Utility staff about suspected leaks in both AMI and non-AMI environments, and allows Utility staff to monitor compliance requirements. The Dashboard delivers information on all customer classes whose data are provided to WaterSmart and integrates external data sources like property records and maps. The Utility Analytics Dashboard is available to all Utility staff, each with their own unique login.



Group Messenger & Lists

Group Messenger is a module within the Utility Analytics Dashboard that allows rapid delivery of targeted, timely, and topical messages to groups of customers. The integrated 'Lists' tool allows the Utility to create a custom list of accounts to analyze or communicate with. The Utility can use Group Messenger and Lists to reach out to the highest users, inform a defined geographic region of a boil water notice or service outage, target watering day violators with a message to check their irrigation controller (AMI only), and more.

Group Messenger supports multiple communication channels, including email, SMS text, and automated voice.



Electronic Bill Presentment

WaterSmart's Electronic Bill Presentment is a convenient option for Utility customers who want to view their bills online and link seamlessly to their bill payment site. Integrated water consumption and bill information gives Utility customers context on their water use and a better understanding of the value of water services. The Utility will gain persistent savings by avoiding print costs, encouraging on-time payments, and answering fewer billing-related support calls.

Forms

Forms is a simple tool for Utility staff to create and publish any type of electronic form with a three-step process: designate form settings, add form fields, and publish. Some example forms Utility staff may create include start and stop service, reporting water waste, submitting meter reads, and requesting a home audit. Responses are tracked in the Utility Dashboard, where Utility staff can view submissions, reply to submissions via email, manage submission statuses, download attachments, and leave notes for future reference.



OPTIONAL PRODUCT SOLUTIONS & SERVICES

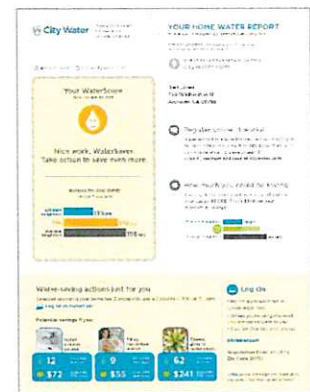


Customer Letter

Water utilities can optionally send a Customer Letter to explain the WaterSmart program and its benefits to end-use customers. The Customer Letter is branded for the Utility including logo, contact information, and a signature line from an appropriate representative, and informs recipients about the program and what they can expect to receive.

Water Reports

Water Reports are personalized, informative, carefully designed reports that help Utility customers better understand their water use and the cost and effort it takes the Utility to deliver high quality and reliable water services. Water Reports can be sent via mail or email to any account type, and may be targeted to certain accounts, sent to randomly selected accounts as part of a randomized control trial, or sent to all of a Utility's customers. Every Water Report is customized by our proprietary content personalization to tailor messages and recommendations specifically to each end-user.



Print Leak Alerts

Print Leak Alerts help utilities reduce the amount of time they spend manually contacting customers about leaks. If no email address is on file for a customer, Print Leak Alerts ensure that if a leak has been detected, a print alert is sent via mail to the customer's address. Print Leak Alerts are available to AMI Single Family Residential and Irrigation-Only customers.

Spanish Language Availability

If selected by Utility (as noted in the Program at a Glance), the WaterSmart Customer Portal is available in English and Spanish, and in any other languages specifically noted in the Program at a Glance. A customer can change their preferred language within the Portal. Payment pages may not be available in languages beyond English depending on availability from payment provider. Take Action Recommendations may not be available in languages beyond English. Customer Welcome Letters can be sent with messages in multiple languages (subject to space and character constraints). Translated text must be provided by Utility.

Payment Website Integration with Single Sign-On (SSO) or Click-Through Registration

WaterSmart can provide log-in to our customer Portal using third party credentials (i.e. billing provider or other government website registration information) through SSO (Single Sign-On) using the SAML 2.0 or OAUTH2 protocol, as well as Facebook Connect. This provides for bi-directional, seamless registration



to multiple portals using a single set of credentials. Optionally WaterSmart supports Click-Through Registration for uni-directional sign-on from a third-party site to WaterSmart using a URL redirect with key-based encrypted data.

2.3.2.4.16 Provide a detail description of all available customer alert capabilities for the system and indicate how customers will be notified (email, text, etc.).

The following section provides features and capabilities of Neptune's HES:

Virtual Disconnect

The HES includes a virtual disconnect feature that provides the capability for County personnel to select an account to be disconnected, and in the event water flow is detected on the meter, an alarm is sent via email to assigned personnel advising them of usage. This will assist with reducing truck-rolls and efficiently.

Alarm Notification

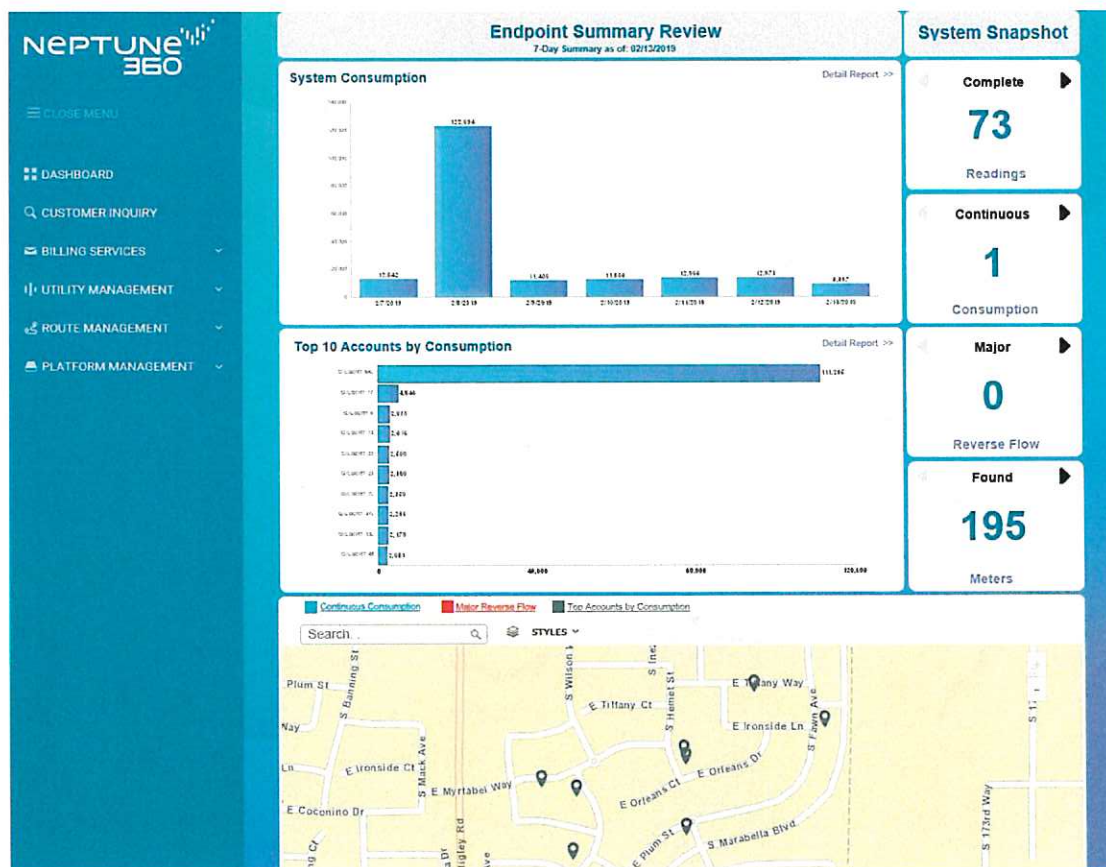
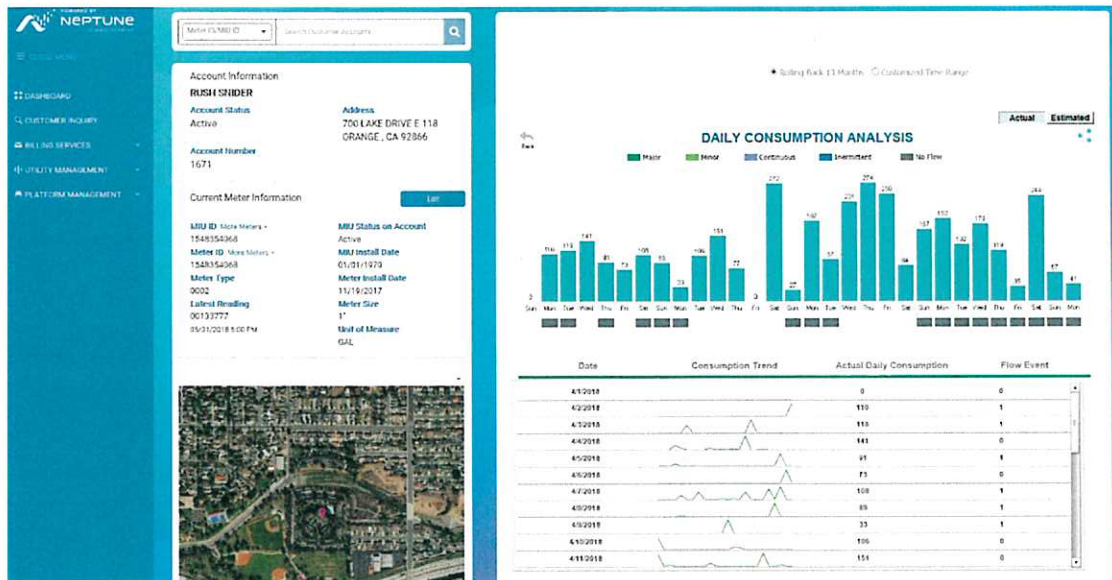
When using the Neptune E-coder register, alarm notifications from the endpoint are received on major and minor reverse flow and continuous and intermittent leak flags. The HES can be configured to send email notification to key utility personnel to act upon.

Top Ten Consumption Accounts

Neptune's HES includes a dashboard metric that provides a list of the top ten consumption accounts and the volume of water they have consumed over the last 7 days. This information can be ideal in identifying anomalies in usage patterns.

Total Consumption Analysis

The HES provides a metric that shows the total volume of consumption for each for the last 7 days for all meters that can be used for water audit programs and or future planning efforts.



Regarding WaterSmart:

For waters suppliers with Advanced Metering Infrastructure using the WaterSmart bill presentment and paperless billing solutions we provide the following list of customer configurable alerts and notifications:

- Bill delivery method
- Bill reminder
- Leak alerts
- Daily use notifications
- Bill forecast notifications
- Water reports (behavioral water efficiency program)
- Utility connect (generic utility communications)

Customers can choose from email, text, and automated voice for most of these notifications. See the customer Communications Preferences diagram for more details:

In addition to user configurable notifications, utility staff can use the WaterSmart Group Messenger (included with the WaterSmart Utility Dashboard) to send targeted, mass personalized notifications over email, text, or automated voice. Examples of use cases including scheduled service outages, boil notices, road closures, rebate availability, customer assistance programs, and community events.

2.3.2.4.17 Indicate whether there is a mobile application for the system, and if so, which platforms are supported (Android, Apple, etc.).

Neptune 360 Mobile

Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:

- Android: 5.1.X Lollipop, 6.0.X, Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
- iOS: 10.3.1 and higher, 11

Host Software: The Head End Software (HES), designed for handheld and mobile meter reading. HES manages the transfer of meter reading routes from the CIS, makes route assignments to data collection equipment, accepts meter reading data from completed route assignments, and sends updated information to the collection device and to the billing/CIS system via a transfer file. HES also provides an intuitive user interface and reporting functionality that enables the user to manage the process. HES is designed for R900 fixed network systems and provides added data analysis, mapping and KPIs, an intuitive customer service screen, alarm notifications, customizable reporting, on demand read functionality, integration of data from billing, and APIs that support third-party software applications.

WaterSmart offers a mobile responsive web application which is compatible with any browser enabled mobile device. this includes all Apple and Android mobile and tablet devices. The benefits of a responsive mobile application include:



- A solution that is device agnostic to reach the maximum number of customers
- No need for a client download
- Automatic and continuous application updates through a cloud service
- Easy discoverability through internet search engines
- Easy white labeling for greater service value awareness of utility brand
- Ability to offer opt-out programs for greater customer adoption (recipients do not need to 'download' an application to participate)

2.3.2.4.18 For 3rd party Customer Portal vendors, the solution shall list all AMI systems that have been previously integrated with and provide reference information for each vendor.

WaterSmart Response:

Product Name and Version	Vendor responsible for Integration	Go-Live Date	Client Name & CIS	Customer Adoption Rate (if available)
1. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	1/1/13	City of Cotati, CA; Tyler Technologies	33.3%
2. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	6/21/12	Irvine Ranch Water District, CA; Oracle	30.4%
3. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	1/31/13	City of Davis, CA; Internal CIS Solution	22.8%
4. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	6/1/13	City of Greeley, CO; Internal CIS Solution	21.0%
5. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	5/1/14	Park City, UT; Eden (Tyler Technologies)	47.4%
6. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	6/12/14	City of Oakdale, CA; SunGard	18.4%
7. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	7/25/14	Glendale Water and Power, CA; NorthStar Utilities Solution	22.6%
8. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	1/3/15	City of Morgan Hill, CA; Incode (Tyler Technologies)	27.6%
9. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	10/31/14	City of Benicia, CA; NSight Stealth	14.1%
10. WaterSmart Software Customer Portal; there are no versions of this software.	WaterSmart Software, Inc.	11/29/14	Contra Costa Water District, CA; CBiz	61.5%

11. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	2/24/12	East Bay Municipal Utility District, CA; Internal CIS Solution	23.4%
12. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	12/17/14	Santa Margarita Water District, CA; AS400	68.4%
13. WaterSmart Software Customer Portal; there are no versions.	WaterSmart Software, Inc.	8/1/14	City of Brighton, CO; Harris	9.2%

2.3.2.5. Quality of the Proposed System and its ability to achieve the County's objectives

2.3.2.5.1 Provide a detailed overview of how your company's proposed solution will help the County meet their objective of upgrading the existing meter infrastructure to an AMI system.

As technology progresses, one of your biggest challenges is making sure the assets you invest in will meet your needs today and continue to deliver high value over time. Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) systems can deliver the sophisticated information you need, but newer releases may not work with past generations and it is difficult to know if the features these systems have today will still be needed in a few years' time. Either of these situations will leave you with stranded assets. Upgrading to an AMI system can help relieve some of these concerns, but the implementation process requires site visits and reprogramming that can delay the very improvements you want to make while increasing your costs.

You'll get the most value from your current assets and migrate to new technology at your own pace when you work with Neptune. Because we are focused on the water industry, Neptune has the tools to identify which meters need to be replaced to achieve 100% accuracy; and our R900® System uses proven technology that supports previous generations of equipment while enabling you to adopt new features as needed. Only with Neptune's proven track record will you be sure that you have a strong foundation that positions your utility for future growth.

Hillsborough County can empower your utility to do more with an outsourced, open-standard Network-as-a-Service solution from Neptune. Today's advanced metering systems require complex network design, ongoing support, inherent security, and increased head-end server computing and storage. Not every utility has the financial, technical or human resources to implement such complex network and software systems associated with a private "purpose built" AMI system.

As a result, Neptune offers an outsourced, open-standard Network-as-a-Service (NaaS) AMI solution with the following key benefits:

- Achieve greater operational efficiencies towards Smart Water AMI
- Reduces AMI infrastructure costs
- Improved infrastructure reliability and security
- Helps mitigate infrastructure obsolescence over the life of the project with ongoing hardware and software upgrades as part of the service

- Supports mobile AMR to fixed network AMI migration through the bundled R900® end-point hardware and open-standards LoRaWAN™ network architecture



Neptune's NaaS managed service includes the following key services:

- Neptune AMI network infrastructure and R900® end-point hardware
- Design, build, and deployment of the AMI network to provide comprehensive meter coverage
- End-to-end AMI network operations, security, and monitoring
- Ongoing AMI network maintenance and upgrades for the life of the project

With NaaS from Neptune, utilities can balance initial AMI costs with the long-term network benefits to support additional IoT/M2M applications within the public works department as well as other municipal applications. Determine the total cost-of-ownership up front, without the worry of hidden or recurring fees in the future.

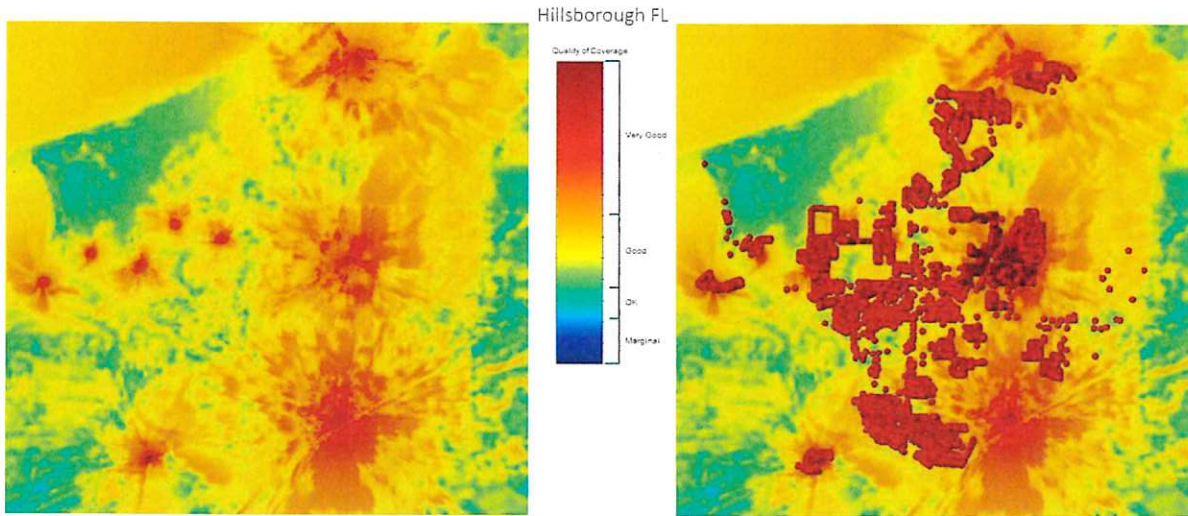
2.3.2.5.2. Provide diagrams, schematics, data sheets, propagation studies, warranty coverage, and any other relevant information necessary to convey the merits of the proposed solution.

Propagation Study proposed is subject to change based on final equipment specifications and system performance requirements. This analysis is based on the data provided by Hillsborough County at time of this request.

Proposers anticipates a LoRAWAN network consisting of six (6) utility assets, including a 35+ft pole installation and three (3) commercial asset locations for gateway placement to meet the solutions requirements.

The proposed network is expected to provide LoRaWAN network coverage for ~98% (~7,515). Add 111 High Gain antenna for ~99% (7,626) of the supplied geocoded meter locations. . Neptune is proposing its R900® integrated meter/register/MIU and Network-as-a-Service (NaaS) model as the preferred offering. The RF propagation modelling is based on the Neptune pit-mounted MIU with external wall or pit with external -lid antenna.

Predicted Network Coverage (99%)



LoRaWAN™ Network Coverage Maps

For additional details, please refer to the attached Propagation Study document, "Hillsborough Co FL-Ruskin LoRa FN Propagation Analysis.pdf"

2.3.2.6. Proposer's Organization Qualifications and Experience

2.3.2.6.1. Provide an overview of your company's experience with similar projects and explain why your company's proposal will be best suited for the County.

National Metering Services, Inc., (NMS) provides meter installation services for both municipal and private utilities throughout the United States. NMS has been actively serving the metering community since 1995. The projects we have provided installation services for are diverse in requirements and objectives. NMS has provided full turnkey packages, (supplying both product & services), labor only programs, provided customers with technical assistance in system selection and project planning, specification development with owners and engineers. While experienced in all utility meter types, water, gas and electric, our entrance into AMR market was in the water industry, in the Northeastern part of the US in the early 1980s. This area of the country proved to be the ideal training or proving ground for our firm's installation crews and customer service staff. Due to the extreme weather conditions in the winter, 90% of utility meters are located inside the customer's home to shelter the meter(s) from the effects of the cold. Because meters are located inside the homes, lock out conditions soon became realized when attempting to read meters by utilities. The results were, lost revenue due to limited actual reads and estimated bills. Employees of NMS are experienced with dealing directly with customers, scheduling appointments and providing a quality installation service.

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

NMS maintains a staff 125 service professionals and support staff on several projects throughout the United States. Permanent offices are in Kearny NJ, Northvale NJ, and Daytona Beach FL.

NMS has approximately 30 active projects ongoing currently. Of these projects 25 involve the installation of Neptune product. This direct and continual experience with the specific products contemplated by this proposed solution, help make NMS the unparalleled choice for installation provider. Please see the attached Contracts on Hand and Experience sheets which outline NMS' past experience.

Neptune is a leading provider of meter reading systems and water measurement products that has continually focused on the evolving needs of water utilities – revenue optimization, operational efficiencies, and improved customer service. Our vision is to be viewed as the **most valued partner** of our utility customers and help them manage the world's scarce water, energy, and human funding resources. Our fully integrated manufacturing facility is in Tallahassee, Alabama and ensures a dependable and dedicated support for all hardware, software, and support for mobile Advanced Meter Reading (AMR) and fixed-base Advanced Metering infrastructure (AMI) systems.



Neptune has been part of Sarasota, Florida-based Roper Technologies since 2003. Roper is a technology company with 2018 year-end revenues of \$5.19 billion and market capitalization of \$31.088 billion as of February 11, 2019. Roper is a component of the S&P 500, Fortune 1000 and Russell 1000 Indexes, and trades on the New York Stock Exchange under the symbol ROP. Neptune has approximately 723 employees in North America producing meter reading systems and water measurement products. Neptune's state-of-the-art, ISO9001-certified, 300,000-square-foot facility in Tallahassee, Alabama houses our integrated manufacturing, engineering and support capabilities. Additionally, Neptune opened its Atlanta based Innovation Center in the spring of 2017 with a focus on software and hardware development, including IT support.

All Neptune water meters meet or exceed American Water Works Association® standards as well as all the revised requirements of the Safe Drinking Water Act (SDWA). Accurate meter readings are guaranteed with Neptune's absolute encoder technology — a field-proven meter reading concept first introduced in 1964. This solid foundation allows a seamless migration from manual data collection to handheld, mobile, and fixed network radio frequency systems. Neptune's migration approach means you never outgrow Neptune technology.

Neptune is an AMR/AMI systems vendor with a successful history. For over 120 years utilities throughout North America have entrusted us with their meter reading systems and water measurement needs making us the market leader in both radio-frequency-based meter reading and water metering solutions. Neptune focuses on delivering solutions that offer the best life cycle value.

In keeping with Neptune's vision to be your **most valued partner**, we take our role very seriously. The following highlights key aspects of Neptune's long history in the water industry.

- Neptune was established in 1892



- Strong partner with over 120 years of service to the water utility industry
- 723 employees located in the US, Canada, and Mexico
- Headquartered in Tallahassee, AL with 300,000 square foot manufacturing facility
 - 100% lead free foundry
 - Machining, assembly, and test
 - Electronic assembly and injection molding
- Annual production ~ 2.5M meters and ~ 1.5M RF MIUs
- 4000+ AMR/AMI reading systems, 19 million RF MIUs, 38 million water meters shipped since 2000
- Neptune is currently recognized as the #1 AMR/AMI radio module provider in the North American water industry in Cognyst Advisors' Scott Report dated 2018 (> 24%) and the #1 North American water meter supplier (>35%) based on Neptune's internal data.
- System hardware optimized for water applications
 - Superior battery management
 - Common software platform optimized for mobile and fixed network applications
 - Integrated RF MIU and absolute encoder technologies for Neptune meters
- R900™ building block for Smart Water solutions
- Cloud Based Data Management Systems – Neptune® 360™ Software
- Backward and forward compatibility of system components
- Neptune's strong financial strength positions itself to aggressively move forward and is under no pending buyouts, mergers, or acquisitions.

Best Life-Cycle Value

- **AMR/AMI Migration:** The built-in ability of Neptune's R900® endpoints to be read in mobile AMR and fixed network AMI mode simultaneously assures **backward compatibility and forward migration**, eliminating significant costs associated with replacing, reprogramming or paying license fees to use these meters and RF endpoints in a fixed network AMI mode. Neptune's approach is a build-on rather than a change-out model assuring future compatibility and leveraging R900™ technology already deployed.
- **Ease-of-Use:** A fundamental design principle at Neptune is to make our products and systems easy to use. This practice runs through our entire product portfolio, including the R900® endpoint that requires no programming and automatically detects the type of encoder to which it is attached. The E-Coder®)R900i™ and ProCoder™)R900i™ with integrated radios are as easy to install as a direct reading meter. And Neptune's software was built on the concept of simplicity to ensure ease of use. By designing our systems for ease of use and interoperability, we help reduce costs, reduce errors, enable data sharing across the utility, and provide for increased efficiencies.
- **Turn-key US Supplier:** While many companies have moved production off-shore, Neptune has increased its investment in its US-based manufacturing. The benefits of this Made-in-America approach are evident in terms of reducing product lead times and creating tighter links between



our customers, our design teams and manufacturing. Neptune's core focus is high-quality meters, encoded registers, RF MIUs, reading system software, and customer support.

- **Value-Added Functionality:** The types of data utilities can generate through the R900 encoded register family and Neptune's supporting software can expand applications far beyond simple meter reading for monthly billing. Hourly consumption profile data over an account's last 96 days, along with alerts for leak, backflow or tamper, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune 360 host software, you can leverage detailed meter data to balance water produced versus water consumed, support district metering needs, and track/manage Non-Revenue Water. Customer field presentment of usage history using current Neptune hand held units or Android and IOS compatible tablets or phones is also supported, improving the customer experience.
- **Product Reliability and Performance:** Neptune's products are rugged, and our warranty indicates that we stand behind what we sell. With a battery life of 20 years, field performance is maximized while maintenance costs are minimized. Neptune's Tallassee, AL factory is ISO 9001 quality certified. This assures our customers will receive only the highest quality products and services. Neptune has built a "Meter Farm" at our factory that allows us to monitor approximately 1,500 meters and meter interface units in various conditions including extreme heat and cold, ultra-violet exposure, moisture, flooded pits, and many other conditions that our products may experience under normal operating conditions. These devices are read and monitored continuously through various types of gateways and data collectors. This commitment to product testing helps to ensure that they perform as expected in the "real world".
- **Customer Support:** Neptune is committed to delivering the highest standard of quality service to our clients. To accomplish this goal, Neptune employs a Systems Support Group consisting of highly qualified systems engineers and specialists to address all software and hardware concerns. This group is focused to provide support on existing and new products and devoted to customer satisfaction either by phone or by site visit.

Neptune Technology Group Differentiation

Key differentiation in products and solutions is highlighted in the following summary.

AMR/AMI Migration

- The R900® system is designed for ease of migration from mobile AMR to fixed-base AMI.
- The R900® requires no field programming.
- Unique interleaved messaging supports both AMR and AMI from the same endpoint, enabling multiple reading solutions and guaranteed seamless migration.
- The R900® is AMR and AMI ready right out of the box. No mode changes required.



- Through its innovative technology, the R900 endpoint solution guarantees “no stranded assets” requiring replacement as your reading system needs evolve

Field Proven Reliability

- All Neptune meters meet or exceed AWWA standards and NSF/ANSI 61 certifications
- Accurate meter readings are guaranteed with Neptune’s absolute encoder technology
- As the only North American water meter manufacturer with its own bronze foundry, Neptune uses only lead-free bronze in all its water meters
- All Neptune meters and MIUs are designed for long battery life and backed with a written 20-year endpoint and battery life warranty
- Neptune’s meter endpoints are designed for the harsh environments of pit or vault applications or inside sets. RF MIUs are available in both integrated and stand-alone form factors.

Technology

- Neptune’s MACH 10® solid-state ultrasonic meter features no moving parts to wear out over time. Its high resolution measurement enables capture of extremely low flow rates. It combines solid-state metrology with corrosion-resistant, lead-free, high-copper alloy main case, built to withstand demanding service conditions.
- The Neptune R900v5 series end-point with its interleaved messaging supports mobile AMR, fixed base R900 AMI, and the LoRaWAN™ open-standard protocol for AMI. It is the first LoRa® Alliance certified water AMI solution.

Software and Managed Services

- The Neptune® 360™ Cloud Platform, offered as Software-as-a-Service (SaaS) provides utilities with a scalable, reliable, and secure data management solution.
- Neptune’s Network-as-a-Service (NaaS) provides for an outsourced AMI infrastructure solution including design, build, and ongoing O&M for AMI projects, resulting in the most cost effective total cost-of-ownership (TCO) for network infrastructure over the life-cycle of such projects.

Superior Customer Service

- Neptune’s commitment to excellent customer support is evidenced in a dedicated Systems Support Group consisting of highly qualified systems engineers and specialists to address all software and hardware application needs, including both existing and new products and solutions.

2.3.2.6.2. Provide three (3) past client references with similar services provided to the clients within the last 5 years. The client references submitted by each Proposer shall be directly related to the services as outlined in the proposed requirements.

National Metering Client References:



For NMS following are three references for whom we have provided services and/or product that is substantially similar to those required by the County.

Suez NA – (Suez New Jersey)

Contact: Scott Tuscano, Manager Customer Operations

Phone: 201-750-3439

Email: Scott.Tuscano@suez.com

As one of the largest water purveyors in the world, Suez needed an AMI system that would work within the diverse geography and population density of northern New Jersey. Suez chose NMS to be its AMI installation contractor. This contract started in 2016 with approximately 90,000 endpoints and has continued to expand through numerous extensions. The project was morphed over time from a radio only / reprogramming project to its present state of 100% meter and radio changeout.

NMS has multiple projects ongoing with Suez throughout the New York metro area, including large meter testing and changeout work for Suez – Westchester and Suez – Nyack; Service Line Inspections and Lead Check survey work in up to 200,000 homes throughout northern New Jersey.

Seminole County, Florida

Contact: Robert Green, Operations Manager

Phone: 407-665-2737

Email: rgreen08@seminolecountyfl.gov

Seminole County Florida had the need to conduct a systematic age-related changeout of its metering infrastructure. In doing so, they took full advantage of the latest technological advances available within the confines of the legacy metering system they were using. They chose to migrate to the latest AMI system from their chosen meter manufacturer including the use of a cellular endpoint. NMS was contracted to conduct the changeout process wherein we removed, tested and recycled approximately 16,000 residential water meters and endpoints while replacing these meters and endpoints. As an integral part of this project was the installation of dual check valves throughout the system.

Project was completed on time and within budget.

City of St. Augustine Florida

Contact: Sharon Whitner, Procurement Manager

Phone: 904-825-1010

Email: swhitner@citystaug.com

The City of St. Augustine contracted with NMS to complete an upgrade and periodic changeout project on the water meters and radios throughout their system. In this most recent phase, we installed 11,000 Neptune T10 meters with E coder registers and R900 v4. This was the third phase of this ongoing project. This AMI system gives the City of St. Augustine greater flexibility with less staff involvement regarding the aggregation of water usage data by their customers.



Neptune Client References:

Florida Keys Aqueduct Authority

Contact: Kerry Shelby, Deputy Director

Phone: 305-296-2454

Email: kshelby@fkaa.com

Comprising a customer base of 46,000 accounts spread across a span of 130 miles, the Florida Keys Aqueduct Authority (FKAA) sought a more flexible, more efficient way to capture meter readings from the length of the 1,700-island chain. The solution to the challenge required a hybrid AMR/AMI system that effectively combined handheld, mobile, and fixed network data collection.

In research for AMI options, Neptune stood out with its clear advantages: high-power radios for increased range and better meter reading success rates; the E-Coder® R900i™, with its integrated R900® transmitter and encoder register to simplify installation and reduce maintenance; advanced E-Coder® PLUS data, including leak, tamper, and reverse flow detection; and the highly flexible ARB® Hybrid™ System.

The move to a more advanced AMR/AMI system led the Keys to a gateway: Neptune's R900 Gateway. Started with a pilot program on the island of Sunset Key, the fixed network data collector's Wide Area Network technology allows the FKAA to automatically collect, store, and manage meter readings from a targeted group of accounts – in this case, the island's 104 meters.

With a goal of 100 percent reads (anything less would still mean a trip back out to Sunset Key), the Authority and Neptune investigated locations for the R900 GPRS Gateway data collector. In late February of 2009 the crew found the "sweet spot" that yielded the 100 percent success rate.

Charleston Water System

Contact: Jon Dizon, Meter Manager

Phone: 843-297-2540

Email: dizonpj@charlestoncpw.com

Charleston is in year 7 of an 8-year change-out and are on track to complete in time. Charleston implemented a Neptune R900 RF AMI System, with a separate contract for installation. Charleston has approximately 115,000 services.

Chris Hendricks, Meter Operations Manager, talks about success in the Charleston community of Hollywood. Before, a team of seven people tromped through an eight-hour day in the overgrown, rural area to collect manual meter readings. And this Hollywood is not lined by a walk of fame but by the high-speed, two-lane State Highway 162. "It was a nightmare having to pull in and out of the highway," Hendricks said. That was not the only safety issue facing reading personnel either – the area is also literally crawling with snakes and insects. Now with Neptune's R900 RF technology in place, however, the route can be handled by just one-meter reader, working only five to six hours, without ever having

Proprietary and Confidential

Response to Hillsborough Request for Proposal

April 30, 2019

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to leave the safety of the utility truck. "Neptune has brought about a drastic decrease in work-hours for meter reading," Hendricks said, "making Hollywood one of our areas with the largest savings."

Columbus Water Works

Contact: Jason Jay, Programs Manager

Phone: 762-207-3278

Email: jjay@cwwga.org

The scope of this project included the supply and installation of Neptune water meters and R900 System covering more than 65,000 water services; installations led to 100% R900 by middle of 2018, a year ahead of schedule. This customer issued one contract for AMR/AMI and another contract for installation. Neptune has managed and installed a R900 v5 pilot AMI system for the utility to begin migrating to AMI.



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
OFFICE OF WEIGHTS AND MEASURES
1261 ROUTES 1 & 9 SOUTH
AVENEL, NEW JERSEY 07001



STATEMENT OF ACCURACY

Test No. NJ190777

Date: January 18, 2019

Certificate for: National Metering Services, Inc.
163 Schuyler Avenue
Kearny, NJ 07032

Submitted by: Same

This is to certify that the Meter Provers designated below have been compared with the standards of the State of New Jersey, in the possession of the State Superintendent of Weights and Measures, and are traceable to the National Institute of Standards and Technology and have the following corrections/values on this date:

<u>DESIGNATION</u>	<u>VALUES</u>	<u>UNCERTAINTY*</u>
1 - Mars Company 100 gallon meter Proving tank. Serial No. NMS 1 Reference marks@ 100 gallons and 10 cubic feet.	Meniscus reading indicates 100 gallons or 10 ft ³ at reference marks. NJ Weights and Measures Sticker No. 000043-19 affixed to this device.	$\pm 46 \text{ in}^3$
1 - Mars Company 10 gallon meter Proving tank. Serial No. NMS 2 Reference marks@ 10 gallons and 1 cubic foot.	Meniscus reading indicates 10 gallons or 1 ft ³ at reference marks. NJ Weights and Measures Sticker No. 000044-19 affixed to this device.	$\pm 4.7 \text{ in}^3$

* The expanded uncertainty is the root sum of squares of the process uncertainty, type A, and the standard uncertainties, type B. The combined standard uncertainty is multiplied by a coverage factor, k , to give an expanded uncertainty, which defines an interval having a level of confidence of approximately 95 percent. The expanded uncertainty presented in this report is consistent with the 2008 ISO/IEC Guide to the Expression of Uncertainty in Measurement.

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Mr. David Freed
Acting State Superintendent



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
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<u>DESIGNATION</u>	<u>VALUES</u>	<u>UNCERTAINTY*</u>
1 - Mars Company 100 gallon meter Proving tank. Serial No. NMS 3 Reference marks@ 100 gallons and 10 cubic feet.	Meniscus reading indicates 100 gallons or 10 ft ³ at reference marks. NJ Weights and Measures Sticker No. 000045-19 affixed to this device.	$\pm 46 \text{ in}^3$
1 - Mars Company 10 gallon meter Proving tank. Serial No. NMS 4 Reference marks@ 10 gallons and 1 cubic foot.	Meniscus reading indicates 10 gallons or 1 ft ³ at reference marks. NJ Weights and Measures Sticker No. 000046-19 affixed to this device.	$\pm 4.7 \text{ in}^3$

* The expanded uncertainty is the root sum of squares of the process uncertainty, type A, and the standard uncertainties, type B. The combined standard uncertainty is multiplied by a coverage factor, k , to give an expanded uncertainty, which defines an interval having a level of confidence of approximately 95 percent. The expanded uncertainty presented in this report is consistent with the 2008 ISO/IEC Guide to the Expression of Uncertainty in Measurement.

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Mr. David Freed
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STATE OF NEW JERSEY
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OFFICE OF WEIGHTS AND MEASURES
1261 ROUTES 1 & 9 SOUTH
AVENEL, NEW JERSEY 07001



STATEMENT OF ACCURACY

Test No. NJ190779

Date: January 18, 2019

Certificate for: National Metering Services, Inc.
163 Schuyler Avenue
Kearny, NJ 07032

Submitted by: Same

This is to certify that the Meter Provers designated below have been compared with the standards of the State of New Jersey, in the possession of the State Superintendent of Weights and Measures, and are traceable to the National Institute of Standards and Technology and have the following corrections/values on this date:

<u>DESIGNATION</u>	<u>VALUES</u>	<u>UNCERTAINTY*</u>
1 - Mars Company 100 gallon meter Proving tank. Serial No. NJ160772A Reference marks@ 100 gallons and 10 cubic feet.	Meniscus reading indicates 100 gallons or 10 ft ³ at reference marks. NJ Weights and Measures Sticker No. 000047-19 affixed to this device.	$\pm 46 \text{ in}^3$
1 - Mars Company 10 gallon meter Proving tank. Serial No. NJ160772B Reference marks@ 10 gallons and 1 cubic foot.	Meniscus reading indicates 10 gallons or 1 ft ³ at reference marks. NJ Weights and Measures Sticker No. 000048-19 affixed to this device.	$\pm 4.7 \text{ in}^3$

* The expanded uncertainty is the root sum of squares of the process uncertainty, type A, and the standard uncertainties, type B. The combined standard uncertainty is multiplied by a coverage factor, k , to give an expanded uncertainty, which defines an interval having a level of confidence of approximately 95 percent. The expanded uncertainty presented in this report is consistent with the 2008 ISO/IEC Guide to the Expression of Uncertainty in Measurement.

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of Weights and Measures.



Mr. David Freed
Acting State Superintendent



STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
OFFICE OF WEIGHTS AND MEASURES
1261 ROUTES 1 & 9 SOUTH
AVENEL, NEW JERSEY 07001



STATEMENT OF ACCURACY

Test No. NJ190780

Date: January 18, 2019

Certificate for: National Metering Services, Inc.
163 Schuyler Avenue
Kearny, NJ 07032

Submitted by: Same

This is to certify that the Meter Prover designated below has been compared with the standards of the State of New Jersey, in the possession of the State Superintendent of Weights and Measures, and is traceable to the National Institute of Standards and Technology and have the following corrections/values on this date:

<u>DESIGNATION</u>	<u>VALUES</u>	<u>UNCERTAINTY*</u>
1 - Ford 1000 gal Water Meter Proving Tank. Serial No. NJ160773. Reference marks at 500 gallons, 1000 gallons, and 100 ft ³ .	Meniscus reading indicates 500 gallons, 1000 gallons, or 100 ft ³ at reference marks. NJ Weights and Measures Sticker No. 000049-19 affixed to this device.	$\pm 460 \text{ in}^3$

* The expanded uncertainty is the root sum of squares of the process uncertainty, type A, and the standard uncertainties, type B. The combined standard uncertainty is multiplied by a coverage factor, k , to give an expanded uncertainty, which defines an interval having a level of confidence of approximately 95 percent. The expanded uncertainty presented in this report is consistent with the 2008 ISO/IEC Guide to the Expression of Uncertainty in Measurement.

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Mr. David Freed
Acting State Superintendent

R900v5 Propagation Analysis Hillsborough County FL (Ruskin) April 25, 2019



Scope

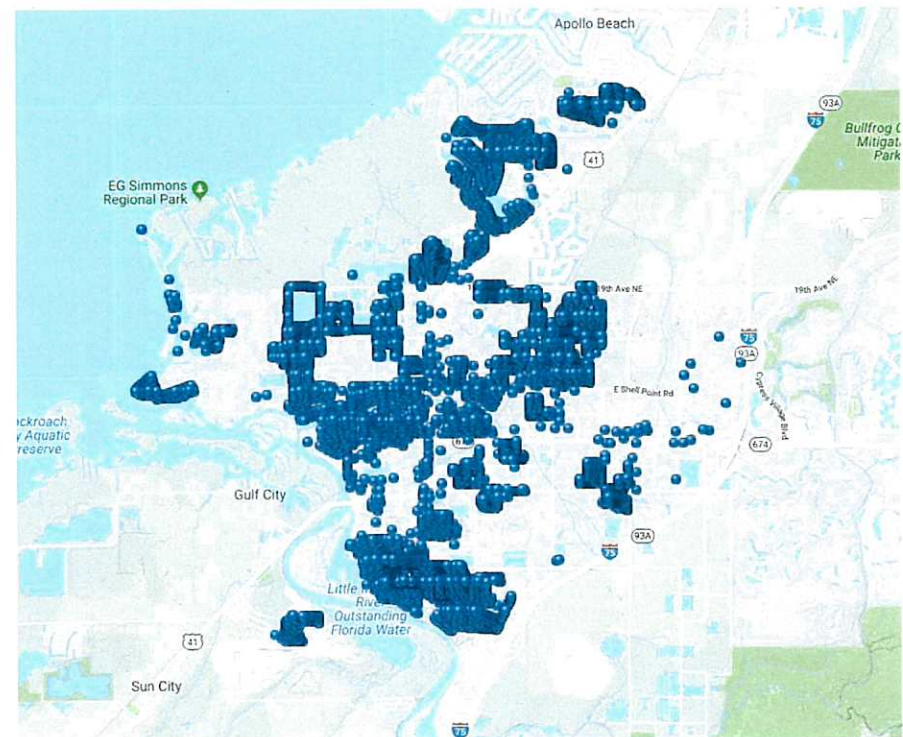
Propagation study requested for Hillsborough FL (Ruskin) service area.
Geocoded locations have been modeled.

Ruskin Service Locations:

- 8,254 total addresses
- 7,672 geocoded locations

Municipal Assets:

- 39 municipal asset locations provided
- Heights not provided
- Power not indicated



Network Proposal 1

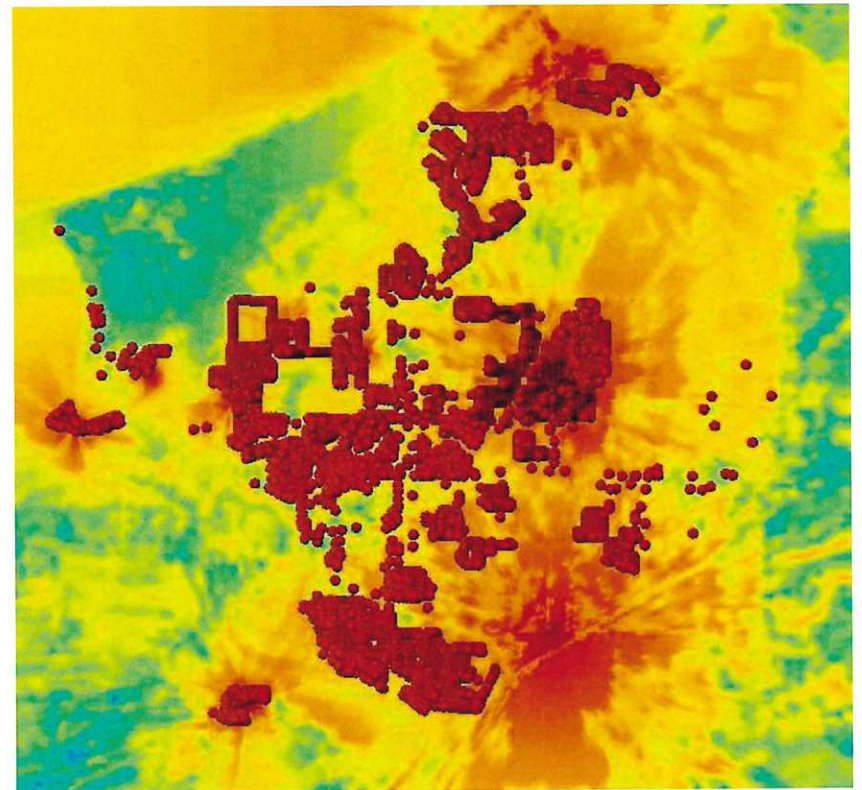
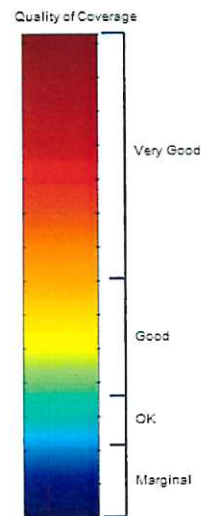
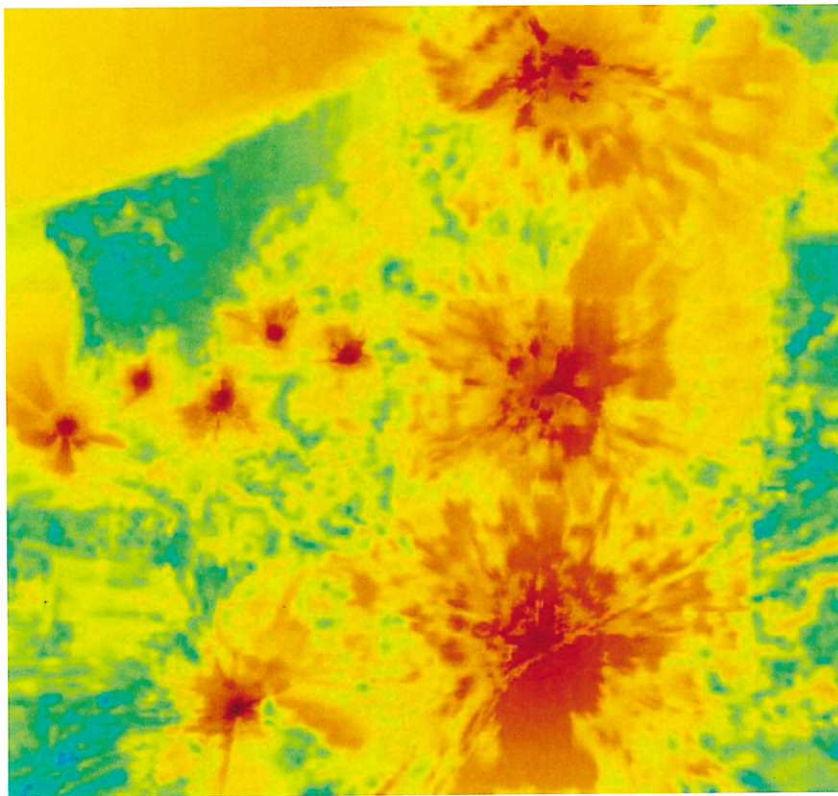
- LoRaWAN network consisting of six (6) utility assets* including a 35+ ft pole installation and three (3) commercial asset locations for gateway placement to meet the solution requirements. The following Utility assets have been selected for gateway placement. (Additional sites may be used if necessary)

ID	Longitude	Latitude	Estimated Height
Proposed Pole	-82.47867	27.71933	35 ft
4	-82.4404576	27.72816469	20 ft
5	-82.45019282	27.73104747	20 ft
16	-82.46852382	27.72524446	20 ft
17	-82.45741751	27.72298048	20 ft
25	-82.45503214	27.68570218	20 ft

- The proposed network is expected to provide LoRaWAN network coverage for ~99 % (~7,600) Add 57 High Gain antenna for ~99% (7,657) of the supplied geocoded meter locations.

*Assumed Access and Power availability

Predicted Coverage 1



Network Proposal 2

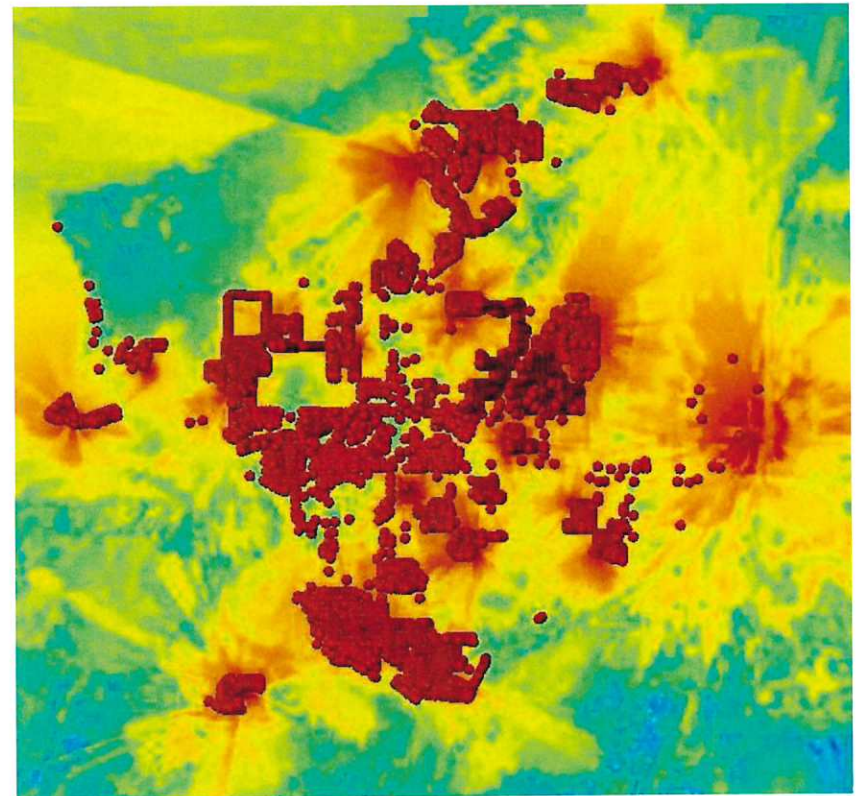
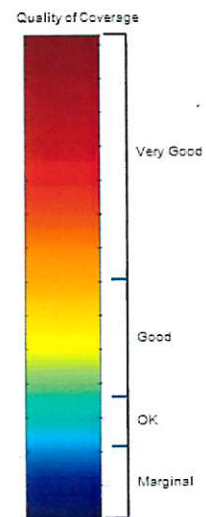
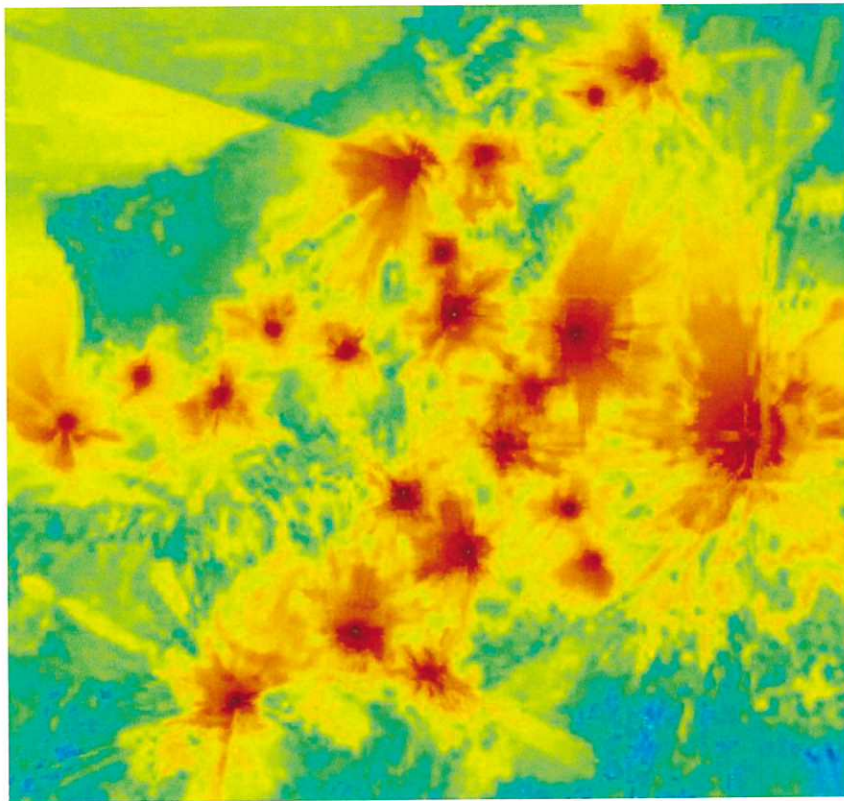
- LoRaWAN network consisting of twenty two (22) utility assets* including a 35+ ft pole installation for gateway placement to meet the solution requirements. The following Utility assets have been selected for gateway placement. (Additional sites may be used if necessary)

ID	Longitude	Latitude	Estimated Height	ID	Longitude	Latitude	Estimated Height
Teco Rd tower	-82.38506	27.71776	100 ft	17	-82.45741751	27.72298048	20 ft
Proposed Pole	-82.47867	27.71933	35 ft	19	-82.43230791	27.71111212	20 ft
2	-82.42548514	27.73294118	20 ft	24	-82.42328034	27.70398882	20 ft
3	-82.42716949	27.7403911	20 ft	25	-82.45503214	27.68570218	20 ft
4	-82.4404576	27.72816469	20 ft	26	-82.43868531	27.69422049	20 ft
5	-82.45019282	27.73104747	20 ft	27	-82.4286854	27.68914201	20 ft
7	-82.42150557	27.75257133	20 ft	28	-82.40617257	27.7029746	20 ft
11	-82.40623848	27.75972545	20 ft	29	-82.40960131	27.70929032	20 ft
12	-82.39891288	27.76338948	20 ft	30	-82.41859629	27.71692606	20 ft
13	-82.43120317	27.75146483	20 ft	31	-82.41447479	27.72388428	20 ft
16	-82.46852382	27.72524446	20 ft	36	-82.40874054	27.73060634	20 ft

- The proposed network is expected to provide LoRaWAN network coverage for ~98% (~7,515). Add 111 High Gain antenna for ~99% (7,626) of the supplied geocoded meter locations.

*Assumed Access and Power availability

Predicted Coverage 2





NEPTUNE

TECHNOLOGY GROUP

#winyourday

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10 Meter

SIZES $\frac{5}{8}$ ", $\frac{3}{4}$ ", AND 1"

Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position or in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900i™, E-CODER®)R450i™, E-CODER®)L900i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.



KEY FEATURES

REGISTER

Magnetic-driven, low-torque registration ensures accuracy

Impact-resistant register

High-resolution, low-flow leak detection

Bayonet-style register mount allows in-line serviceability

Tamperproof seal pin deters theft

Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

Made from lead free, high-copper alloy

NSF/ANSI 372, NSF/ANSI 61

Lifetime guarantee

Resists internal pressure stresses and external damage

Handles in-line piping variations and stresses

Lead free, high-copper alloy provides residual value vs. plastic or composite

Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

Positive displacement

Widest effective flow range for maximum revenue

Proprietary polymer materials maximize long-term accuracy

Floating chamber design is unaffected by meter position or in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application

- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure

- 150 psi (1034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes

- $\frac{5}{8}$ " $\frac{5}{8}$ " x $\frac{3}{4}$ "
- $\frac{3}{4}$ " $\frac{3}{4}$ " SL, $\frac{3}{4}$ " x 1"
- 1", 1" x 1 $\frac{1}{4}$ "

Units of Measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: bronze box and cover (standard)

Remote Reading:

- ProRead, ProCoder, E-CODER, E-CODER)R900i, E-CODER)R450i, E-CODER)L900i, TRICON/S, TRICON/E3

- Reclaim

Bottom Caps

- Synthetic polymer ($\frac{5}{8}$ " only)
- Cast iron
- Lead free, high-copper alloy

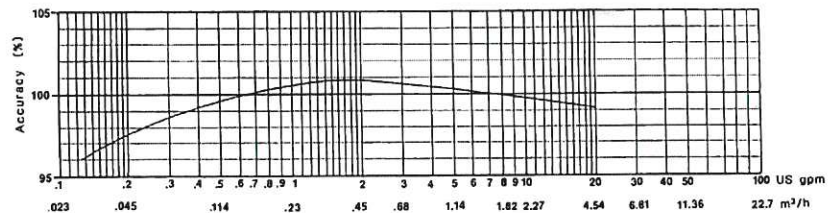
Connections

- Lead free, high-copper alloy, straight or bent

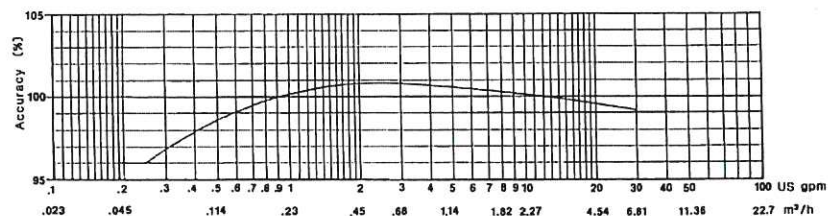
Environmental Conditions

- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

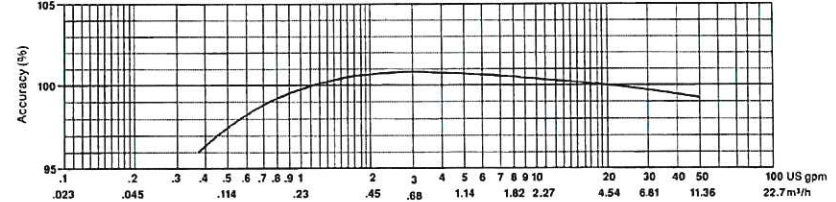
$\frac{5}{8}$ " ACCURACY



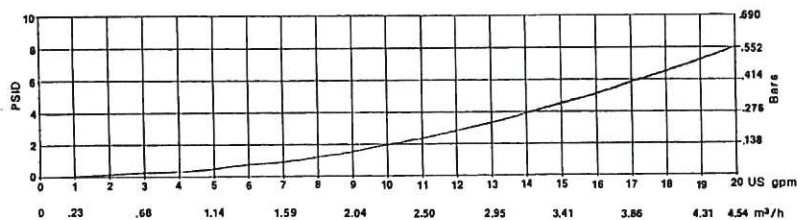
$\frac{3}{4}$ " ACCURACY



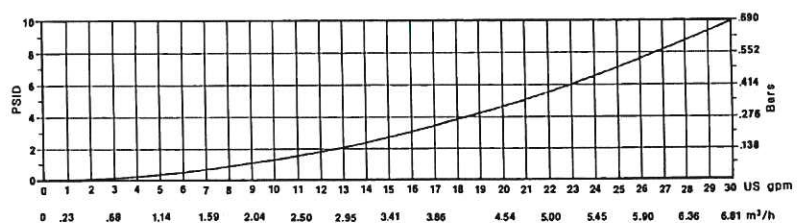
1" ACCURACY



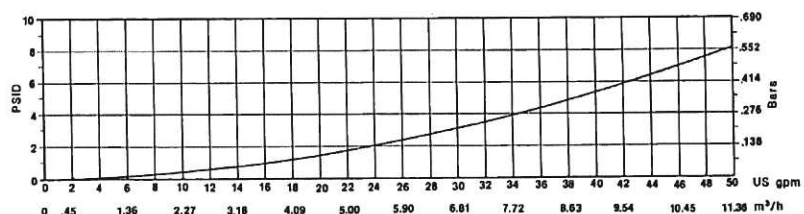
$\frac{5}{8}$ " PRESSURE LOSS



$\frac{3}{4}$ " PRESSURE LOSS

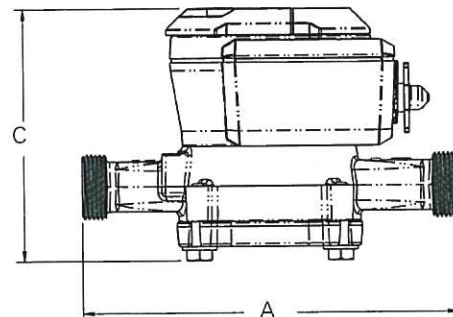
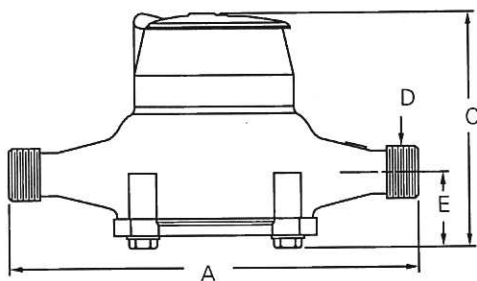
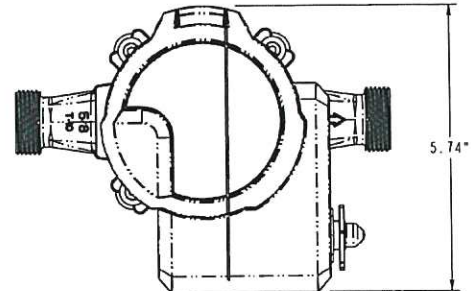
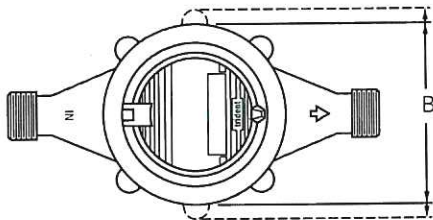


1" PRESSURE LOSS



Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900i™ or ProCoder™) R450i™	E-CODER®) R900i™ or E-CODER®) R450i™	NPSM Thread	in/ mm	
5/8	7½ 191	3¾ 92	4¾ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14	1½ 38	3¼ 1.4
5/8 x ¾	7½ 191	3¾ 92	4¾ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½	1½ 38	3¾ 1.5
Pre 2011 ¾	7½ 191	3¾ 92	4¾ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14	1¾ 41	3¾ 1.7
Pre 2011 ¾ x ¾	7½ 191	3¾ 92	4¾ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½	1¾ 41	4 1.8
¾	9 229	4¾ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1¾ 48	6 2.7
¾" SL	7½ 911	4¾ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1¾ 48	5½ 2.5
¾ x 1"	9 229	4¾ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½	1¾ 48	6½ 2.9
1"	10¾ 273	6½ 165	6¾ 162	7 178	7 178	7 178	7 178	1¼" - 11½	2½ 54	9¾ 4.4
1" x 1¼"	10¾ 273	6½ 165	6¾ 162	7 178	7 178	7 178	7 178	1½" - 11½	2½ 54	10¼ 4.6



Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m ³ /h	1 to 20 US gpm 0.23 to 4.5 m ³ /h	1/8 US gpm 0.03 m ³ /h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m ³ /h	2 to 30 US gpm 0.45 to 6.8 m ³ /h	1/4 US gpm 0.06 m ³ /h
1"	1 to 50 US gpm 0.23 to 11.36 m ³ /h	3 to 50 US gpm 0.68 to 11.4 m ³ /h	3/8 US gpm 0.09 m ³ /h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	3/4" & 1"
10	US Gallons	✓	✓
10	Imperial Gallons	✓	✓
1	Cubic Foot	✓	✓
0.1	Cubic Metre	✓	✓
Register Capacity ProRead, ProCoder, and E-CODER		5/8"	3/4" & 1"
10,000,000	US Gallons	✓	✓
10,000,000	Imperial Gallons	✓	✓
1,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓	✓
ProCoder and E-CODER High Resolution (8-digit reading)		5/8"	3/4" & 1"
0.1	US Gallons	✓	✓
0.1	Imperial Gallons	✓	✓
0.01	Cubic Feet	✓	✓
0.001	Cubic Metres	✓	✓



A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Wall or Pit Meter Interface Unit (MIU)



Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of reading equipment. At the same time, it allows your utility to incorporate innovations as your needs grow. A single radio frequency unit that can transmit meter reading data using multiple reading methods – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without concern for stranded assets.

Eliminate Infrastructure Costs and Ongoing Network Maintenance

As part of the Neptune® Managed Services platform, the R900 was designed to eliminate the costs, frustrations, and maintenance of deploying your own AMI network infrastructure. Leveraging LoRa® Network-as-a-Service (NaaS) technology, your utility can now cover your service area with no operational burden, free to focus on water delivery and billing. Mobile and fixed network messages are interleaved and continuously transmitted, allowing your utility to maintain backup mobile reading capability of the same endpoints.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- Eliminate the maintenance and burdens of deploying AMI network infrastructure with Network-as-a-Service using LoRaWAN™ technology
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit Options (interleaved mobile and fixed network messages):
 - R900 mobile message
 - R900 fixed network message
 - LoRa fixed network message
- FCC verification: Part 15.247
 - Transmitter channels: 50 (R900 mobile and fixed network messages) and 64 (LoRa fixed network message); frequency-hopping, spread-spectrum
 - Channel frequency: 902 to 928 MHz
- Encoder register reading interval:
 - Every 15 minutes
- Data logging interval:
 - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
 - 18" Coax
 - 6' Coax
 - 20' Coax

Encoded Register Compatibility

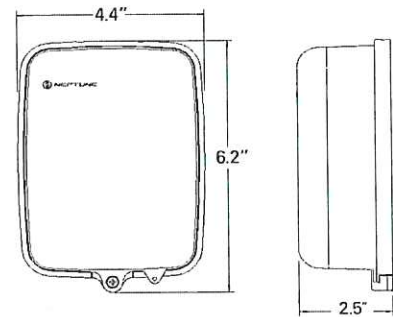
- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

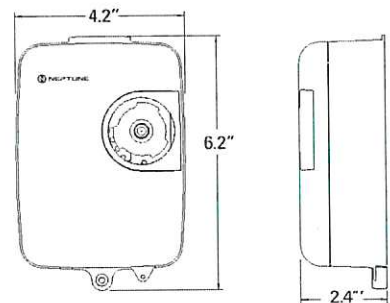
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF
- LoRa LPWA IoT Network

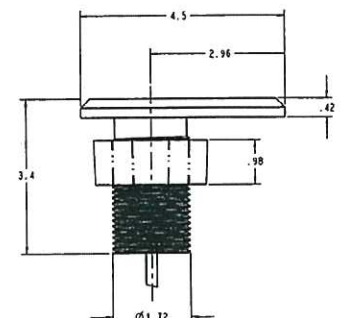
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

LoRa Alliance Certified™



#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293

High-Resolution Readings to Detect Ultra-Low Flows

Neptune® ProCoder™



The Neptune® ProCoder™ solid state absolute encoder register features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. The ProCoder's non-contact LED absolute encoding technology ensures the odometer read exactly matches the remote read. It provides a high-resolution, 8-digit remote meter reading along with leak, tamper, and reverse flow flags when connected to a Neptune R900® MIU.

- High-resolution remote meter reading
- Leak, tamper, reverse flow flags
- Detects ultra-low flows
- Easy-to-read 8-wheel mechanical odometer
- High-resolution mechanical sweep hand

Specifications

Materials

- Inside Set Housing: polycarbonate
- Pit Set Housing: copper shell and glass lens
- Connecting Wire: 3-lead #22 AWG
- Remote Receptacles: ABS, nylon, and polycarbonate

Distance

- A single register may be located with up to 500 feet (152 m) of wire from receptacle or MIU.

Environmental Conditions

- Operating Temperature: +15°F to +149°F (-10°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity: 0 to 100% (pit version)

Register

- Warranty: 10 years

Options

Sizes

- Available for 5/8"-2" T-10® water meters

Electronic Accessory Equipment

- R900® Wall and Pit RF MIUs
- CMIU™ Wall and Pit MIUs

Data Collection Systems

- Pocket ProReader
- Advantage
- CE5320B
- MRX920™
- R900® Belt Clip Transceiver (BCT)
- R900® Gateways

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres
- 8-digit local registration
- 8-digit remote registration

Resolution

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	5/8", 3/4", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1.5", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	5/8", 3/4", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1.5", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	5/8" - 2"	0.1	0.01	0.001
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1



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#winyourday

Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293

Neptune® 360™ Data Management Platform

A Product of Neptune Technology Group





Turn Information into Action

Data is just data unless you can use it effectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all — empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.

Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.



Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.



A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering

collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AML network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.



Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE³⁶⁰

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.

METERS MATTER

Stream critical actionable data right into Neptune³⁶⁰.



WALK-BY DATA

Sync collected data easily.



FUTURE PROOF AMI

Connect AMI network data.



MOBILE

Incorporate mobile data collection.



BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



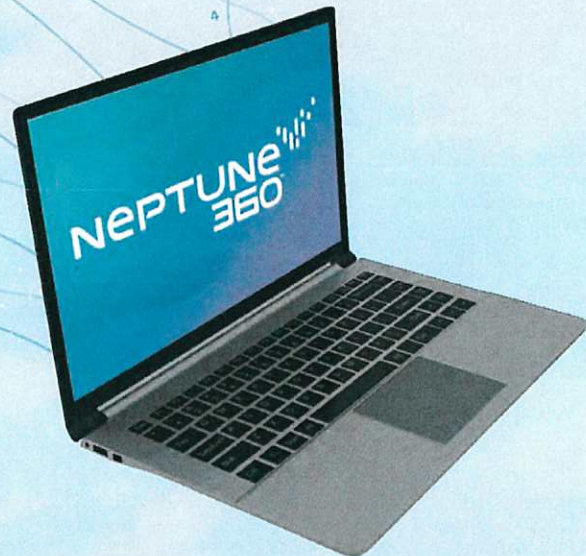
THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.



+ ACT QUICKLY

+ PLAN FOR THE FUTURE

+ MANAGE GROWTH



Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
 - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
- iOS: 10.3.1 and higher, 11

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



96

days of hourly
historical
consumption



Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.



ProRead™/E-CODER®/ProCoder™ Encoder

1. PRODUCTS COVERED

This warranty shall apply to the ProRead™ Absolute Encoder, E-CODER® Solid State Absolute Encoder Register, and ProCoder™ Absolute Encoder Register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

2. MATERIALS AND WORKMANSHIP

Neptune Technology Group Inc. ("Neptune") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to Encoder Quick Install Guide). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to; misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED. INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Encoder Compatibility Guarantee

Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.



4. GUARANTEE OF COMPATIBILITY

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900i™, ProCoder)R900i, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900i or ProCoder)R900i where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900i, ProCoder)R900i, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility. If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallahassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Neptune T-10®, HP Turbine, TRU/FLO® Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10®, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 3/4" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.



2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



R900® Meter Interface Unit (MIU)

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

2. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE CLOUD PLATFORM REPORTING

Endpoint Reports

The All Readings Report - Includes a list of all MIUs that have received and reported readings into the system within a specified date range. This report assists in determining the MIUs that did not report readings into the system within the specified date range.

Neptune Water

All Readings

Date Range								
12/16/14 to 12/16/14								
Premise	Name	Address	Account	MIU ID	Reading	Read Date	Reverse Flow	Leak State
TEST3-2	Mr. Banks	120 E 68th St.	112233	110300202	00887478	12/16/14 00:00		
1417992	Jacob Hinson	7 Dogwood Ave	17745	110300394	00528499	12/16/14 00:00		
1417897	Continuous Leak	4 Leak Ave	20361	110334900	00595415	12/16/14 00:00		Intermittent
50563	James Christian	2987 Winding Way	20642	110338618	00505095	12/16/14 00:00		
1424213	Joseph Comment	4085 Stratford Park	258	110339578	00761904	12/16/14 00:00		
1421322	Lester Holt	1458 Sunrise Road	12637	110339676	00418101	12/16/14 00:00		
1420058	John Lujan	1351 Old House Drive	5688	110343608	00362408	12/16/14 00:00		Continuous
1418964	Dennis Jackson	1131 Broadway Avenue	260	110343618	00877403	12/16/14 00:00		

The Endpoint Consumption Group Report - Includes individual and collaborated consumption information for a specified group or groups. If meters with different registrations are included within a group, this report calculates consumption for the entire group based on a common registration you choose. This report is beneficial in comparing the usage between different areas, zones, or districts. On the Report Options dialog, you can also select the sort order for the route and group, and whether you want to include subtotal or detailed information.

Neptune Water

Endpoint Consumption

Group								
Bible Hill								
Date Range								
12/1/14 to 12/26/14								
Premise	Address	Account	MIU ID	Date	Reading	Consumption	Leak State	Multiplier
1417534	8 Rocky Rd.	3351	110345154	12/01/14 00:00	00364986	14.375		1.000
1417534	8 Rocky Rd.	3351	110345154	12/01/14 01:00	00365014	14.375		1.000
1417534	8 Rocky Rd.	3351	110345154	12/01/14 02:00	00365029	14.375		1.000
1417534	8 Rocky Rd.	3351	110345154	12/01/14 03:00	00365043	14.375		1.000
1417534	8 Rocky Rd.	3351	110345154	12/01/14 04:00	00365057	14.375		1.000

The Endpoint Consumption Report - MIU Report that includes individual and collaborated consumption information for all MIUs associated with a specified group or groups. If meters with different registrations are included within the group, this report calculates consumption for the

entire group based on a common registration you choose. This report is beneficial in comparing the usage between different areas, zones, or districts. On the Report Options dialog, you can also select the

sort order for the route and group, and whether to include subtotal or detailed information.

Click icon to add simple report filters

Neptune Water

Endpoint Consumption

Premise	1417902
Address	7 Dogwood Ave
Account	17745
MIU ID	110300394
Unit of Measure	Cu. Ft.
Date Range	12/1/14 to 12/26/14

Date	Time	Reading	Consumption	Leak State	Multiplier
12/01/14	00:00	00497821	2.100		0.100
12/01/14	01:00	00497826	3.400		0.100
12/01/14	02:00	00497830	3.600		0.100
12/01/14	03:00	00497830	0.000		0.100
12/01/14	04:00	00497830	0.000		0.100
12/01/14	05:00	00497830	0.000		0.100
12/01/14	06:00	00497830	0.000		0.100

The Found Meters Report - Can include non-active MIUs as well as MIUs that have not been associated with a premises. This report determines which accounts have not been updated within the CIS usually when a meter replacement or new installation has occurred.

Neptune Water

Found Meters

Date Range 10/1/13 to 10/31/13

Found MIU ID	Reading	Read Date	First Config Date	Last Known Premise	Last Known Address
110300202	00137392	10/27/13 00:00	11/14/13 00:00	TEST3-2	120 E 60th St
110300394	00000711	10/27/13 00:00	11/15/13 00:00	1417902	7 Dogwood Ave
110334800	00069150	10/27/13 00:00	11/02/13 00:00	1417697	4 Leak Ave
110336618	00080266	10/27/13 00:00	11/25/13 00:00	50563	2807 Winding Way
110336678	00127930	10/27/13 00:00	10/27/13 00:00	1424213	4005 Stratford Park
110339876	00041681	10/27/13 00:00	11/04/13 00:00	1421322	1458 Sunrise Road
110343606	00169939	10/27/13 00:00	10/26/13 00:00	1420058	1351 Old House Drive
110343618	00126236	10/27/13 00:00	10/26/13 00:00	1418984	1131 Broadway Avenue
110343684	00197006	10/27/13 00:00	11/06/13 00:00	TEST1234	No Address
110343710	00135144	10/27/13 00:00	10/26/13 00:00	1417702	302 Stadium Drive

The Hourly Report - Includes a list of all hourly readings that have been received for a specified MIU and day. This report works in conjunction with the graph representation on the Customer Service screen to assist with high water bill complaints to valid the time of the day high usage patterns occurred.

Neptune Water

Hourly Reads

MIU ID	110300394
Date	12/1/14
Address	7 Dogwood Ave
Account	17745

Read Time	Reading
12/01/14 00:00	00497821
12/01/14 01:00	00497842
12/01/14 02:00	00497876
12/01/14 03:00	00497912
12/01/14 04:00	00497912
12/01/14 05:00	00497912
12/01/14 06:00	00497912

The Inactive Report - Includes all accounts and premises within the system that have been marked inactive. Once an account/premises is marked as inactive, it prevents these records from displaying on reports that are used for troubleshooting field issues.

Neptune Water

Inactive

MIU ID	Install Date	Premise	Name	Address	Account	Last Read
110506272	1/1/01	1410227	inactive	5 Shopping Ct	8911	01/08/15 00:00

The Invalid Read Report - Shows all endpoints that have reported a nonnumeric digit within the reading. This report assists customer service/billing in identifying the accounts for which valid readings were not received and require a reread or estimation for billing. You can also use this graph to generate work orders to repair field issues.

Neptune Water

Invalid Read Report

Date Range 11/1/13 to 6/30/14

MIU ID	Premise	Name	Address	Account	Reading	Read Date	Reverse Flow	Leak State
110479938	546752	Amber Coleman	14 High Tower Rd.	6786	----	06/26/14 14:15		
110480058	1421287	Marriott Midtown	1713 Desert Broom Court	14470	---	11/13/13 19:48		
110505242	1417913	Joe Louis	9 Lakeview Dr.	0980	----	02/19/14 00:00		

The Missed Reads Report - Lists all accounts within the system for which readings have not been received within a specified date. Use this report to troubleshoot accounts that may have been updated in the CIS with a possible incorrect MIU ID entered into billing. You can also use this report to identify any field issues that resulted in missed readings.

Neptune Water

Missed Reads

Missed Date 1/1/15

Missed MIUs	Premise	Name	Address	Account
110234567	1352667	Claudia Bearden	3694 Public Works Drive	8982
111188881	TEST21	O.B. Driftwood	40 & Plum	1234569
121212121	DECTEST	Santa	No Address	12345
123124125	DECTEST	Santa	No Address	12345
123456788	123	Bradd New Acct	123 Test St.	123
145009234	TEST8	Abby Normal	13 Strange Way	23564936
221234567	1352667	Claudia Bearden	3694 Public Works Drive	8982

The MIU Reads Report - Includes a list of readings received for a specified MIU within a specified date range. You can view the information by [Readings](#) or by [Consumption](#). This report also shows actual and interpolated consumption information for a specified MIU for a given date range. This information is useful for addressing high water bill complaints and troubleshooting maintenance issues.

Neptune Water

MIU Reads

MIU ID	110300202
Premise	TEST3-2
Name	Mr. Banks
Address	120 E 68th St
Account	112233
Date Range	12/1/14 to 12/26/14

Date	Reading	Corrected	Reverse Flow	Leak State
12/01/14 00:00	00856877	856877		
12/02/14 00:00	00857889	857889		
12/03/14 00:00	00859852	859852		
12/04/14 00:00	00860789	860789		
12/05/14 00:00	00861753	861753		
12/06/14 00:00	00863470	863470		

The New Endpoint Report - Lists all newly-installed MIUs the system "heard" for the first time, within a specified time frame. This report is a troubleshooting tool assists management in viewing the daily statistics of field crews completing MIU installations.

Neptune Water

New Endpoints

Route	Default Route
New Since Date	10/1/13

MIU ID	Address	Account	Reading	Read Date	Reverse Flow	Leak State	Origin
110300202	120 E 68th St	112233	00137392	10/27/13 00:00			Collector 1
110339676	1458 Sunrise Road	12937	00041681	10/27/13 00:00			Collector 2
110343684	No Address	No Account	00197008	10/27/13 00:00			Collector 2
110343982	Driving Rd	No Account	00113491	10/27/13 00:00		Continuous	Collector 2
110344006	3239 Black Stallion Road	9334	00120035	10/27/13 00:00			Collector 4

Event Reports

The High Consumption Report - Provides a list of customer accounts that have used more water in a single day than on the average of prior days. You can define the percentage of overage and the number of days to use in the average.

Neptune Water

High Consumption

Route	Default Route
Group	Bible Hill
High Consumption Date	10/1/14
Days	20
Percentage	5 %

Premise	MIU ID	Name	Address	Account	Actual Percentage	Consumption	Average Consumption	Last Reading	Readings Date
45678	110347896	Linda Golden	248 Dogwood Ave	12548	130 %	70.000	53.000	00356590	10/01/14 00:00

The Leak Events Report - Lists all MIUs that have reported a leak event. This report displays both intermittent and continuous leak events. A continuous leak indicates water was used in all 96 15-minute interval data updates during a 24-hour period. An intermittent leak indicates that water was used in at least 50 of the 96 15-minute interval data updates during a 24-hour period. You can configure events and alerts to provide immediate or next-day notification of certain leaks. This report gives an overall summary of all premises/accounts that meet these criteria within a specified time period. This information assists you with promoting water conservation initiatives.

Neptune Water

Leak Events

Route	Default Route
Group	Bible Hill
Leak Type	All Leaks
Number Days	7
Date Range	1/1/14 to 1/9/15

Premise	Name	Address	Account	MIU ID	Reading	Read Date	Leak State	Days in Leak State
1417787	Russell Sharp	14 Neptune Dr.	1642	110345590	00406717	06/22/14 00:00	Intermittent	66
45678	Linda Golden	248 Dogwood Ave	12548	110347896	00416128	12/15/14 00:00	Intermittent	26

The Leak Spy Report - Provides a list of MIUs that are flagged for leak detection. This report assists with identifying water leaks.

Neptune Water

Leak Spy Report

Date Range 1/1/15 to 1/14/15

Leak determination based on frequency values are for non-plastic pipes only

MIU ID	Name	Address	Date	Reading	Level (dB)	Frequency (Hz)	Status
110343608	John Lujan	1351 Old House Drive	01/01/15 00:00	003697	3	6970	
110343608	John Lujan	1351 Old House Drive	01/02/15 00:00	003705	3	7050	
110343608	John Lujan	1351 Old House Drive	01/03/15 00:00	003711	3	7110	
110343608	John Lujan	1351 Old House Drive	01/04/15 00:00	003715	3	7150	

The Mach 10 Battery Status Report - Displays all endpoints that have a low battery status.

Neptune Water

Mach 10 Battery Status Report

MIU ID	Premise	Name	Address	Account	Event Date	Days of Low Status	Register ID
110344116	84654	Minor Reverse	4652 Neptune Dr.	54628	01/10/15 00:00	4	
110344246	1411528	Continuous Leak	16 Minor Reverse Flow Dr.	13629	01/11/15 00:00	3	
110410238	1417901	MB Elementary School	6 Major Reverse Flow Dr.	1553	01/11/15 00:00	3	
110354148	1424328	Marriott Downtown	3 Water St.	6753	01/13/15 00:00	1	
110357988	50098	Shemika Gibbs	4235 Green Hill Road	14362	01/13/15 04:27	1	
110358082	1417666	Amy Glanz	3079 Mount Olive Road	4260	01/13/15 00:00	1	
110358088	50438	Christopher Walls	559 Barnes Avenue	15891	01/13/15 00:00	1	
110359284	1417905	Michael Balla	814 Davis Place	18433	01/13/15 00:00	1	
110411826	1363204	John Rountree	3972 Little Acres Lane	19592	01/13/15 00:00	1	

The No Flow Meters Report - Shows all meters that have not reported usage within a specified time period. This report assists in identifying possible water theft, meter damage, and incorrect installations of meters. This report also assists in identifying incorrect meter types installed for the application in which they are currently used.

Neptune Water

No Flow Report

Date Range 1/1/15 to 1/2/15

MIU ID	Premise	Name	Address	Account	Date Last Change
110344358	1417908	George Broussard	3021 Maxwell Street	6101	12/13/14 00:00
110346158	1424918	No Flow	481 University Drive	4989	07/25/14 00:00
110347862	1425384	William Spadafora	4809 Stark Hollow Road	16528	12/19/14 00:00
110505022	No Flow	No Flow	4856 Main St.	415785	12/09/14 00:00

The Reverse Flow Report - Shows all MIUs that report either a major or minor reverse flow event for a specified date range. This report shows overall statistics of reverse flow for a specified data range, and is supporting documentation for the reverse flow priority alarms and reverse flow next-day event notifications. This report assists with creating work orders to repair reverse flow issues.

Neptune Water

Reverse Flow

Date Range 1/1/14 to 1/15/15

MIU ID	Premise	Name	Address	Account	Reading	Read Date	State	Days Reverse Flow
110344358	1417908	George Broussard	3021 Maxwell Street	6101	00086497	02/15/14 00:00	Minor	45
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	00914211	01/15/15 00:00	Major	12
110480956	1421287	Marriott Midtown	1713 Desert Broom Court	14470	00305518	01/29/14 00:00	Minor	20

The Tamper Report - Provides a list of MIUs flagged for any tamper event within the system. This report shows MIUs that indicate a major reverse flow event, no flow, disconnected with flow, and cut wires. This report assists with identifying water theft.

Neptune Water Tamper Report

Date Range 1/1/12 to 1/9/15

MIU ID	Premise	Name	Address	Account	Tamper
110344116	84654	Minor Reverse	4652 Neptune Dr.	54628	Reverse Flow Event
110344358	1417908	George Broussard	3021 Maxwell Street	6101	Reverse Flow Event
110347236	15748	Barb Stone	4681 Winding Way	1454	Soft-Disconnect with Usage
110347896	45678	Linda Golden	248 Dogwood Ave	12548	Soft-Disconnect with Usage
110354148	1424328	Marriott Downtown	3 Water St.	6753	Reverse Flow Event
110417810	1424875	Soft-Disconnect	45 Water St.	15961	Soft-Disconnect with Usage
110462632	14587	Major Reverse Flow Alarm	478 Main St.	15752	Reverse Flow Event
110462632	14587	Major Reverse Flow Alarm	478 Main St.	15752	Soft-Disconnect with Usage
110468440	1425078	Josh Moon	45 Gateway Ct.	2530	Soft-Disconnect with Usage
110469084	1362630	Charles Mattson	4086 Sarah Drive	1220	Soft-Disconnect with Usage
110470226	1418319	Mana Gonzales	3412 Spring Avenue	10335	Soft-Disconnect with Usage
110479938	548752	Amber Coleman	14 High Tower Rd.	6786	Cut Wire
110480000	1417531	Jason Gardner	3699 Howard Street	17470	Soft-Disconnect with Usage

Premises Reports

The Account List Report - Shows a listing of all premises/customer accounts in the system and includes detail information. This report is useful in reconciling customer account data with the CIS data to ensure the most accurate information is available in the system.

Neptune Water

Account List

Route	Default Route
Group	District Metering Zone

Premise	Name	Address	Account	MIU ID(s)	Route	Latitude	Longitude	E-Mail
1420994	Ann Crooks	3239 Black Stallion Road	9334	110344006	Default Route	32.53452	-85.89845	
45678	Linda Golden	248 Dogwood Ave	12548	110347896	Default Route	32.53562	-85.8926	
1417787	Russell Sharp	14 Neptune Dr.	1642	110345590	Default Route	32.53527	-85.89602	
1425436	Burt Carter	10 Water St.	20632	110464468	Default Route	32.5314	-85.89927	

The Account Reads Report - Shows a listing of all readings for all MIUs at a single premises within a date range. This report includes all readings received for a specific account within the date range. This report explains customer usage patterns to support the graphical presentation on the Customer Service screen. It also assists with exporting reading data to other tools for additional analysis.

Neptune Water

Account Reads

Premise	TEST3-2
Name	Mr. Banks
Address	120 E 68th St
Account	112233
Date Range	1/1/15 to 1/13/15

MIU ID	Reading	Read Date	Read Time	Reverse Flow	Leak State
110300202	00904768	01/01/15	00:00		
110300202	00907727	01/02/15	00:00		
110300202	00909930	01/03/15	00:00		
110300202	00911310	01/04/15	00:00		
110300202	00914069	01/05/15	00:00		
110300202	00916175	01/06/15	00:00		
110300202	00919002	01/07/15	00:00		
110300202	00919923	01/08/15	00:00		
110300202	00921652	01/09/15	00:00		
110300202	00922814	01/10/15	00:00		

The Billing List Report - Lists the latest reads received for all customer accounts within the system to use if file generated is also used for billing. This report validates that the date and time of the last reading is acceptable for the billing window.

Neptune Water

Billing List

Route		Default Route						
MIU ID	Premise	Name	Address	Account	Last Read Date	Last Reading	Reverse Flow	Leak State
110344006	1420994	Ann Crooks	3239 Black Stallion Road	9334	01/12/15 00:00	00810368		Intermittent
110345590	1417787	Russell Sharp	14 Neptune Dr.	1642	01/12/15 00:00	00610677		
110347896	45678	Linda Golden	248 Dogwood Ave	12548	01/12/15 00:00	00441842		
110464468	1425436	Burt Carter	10 Water St	20632	01/12/15 00:00	00578808		

The Last Read Report - Shows a listing of all active MIU,s the date the system received the last reading, and the reading data. This report also includes MIUs that a gateway has never "heard." This report assist with troubleshooting field installations and other issues, based on when the system last received MIU data.

Neptune Water

Last Read Report

Route		Default Route						
MIU ID	Premise	Name	Address	Account	Last Read Date	Last Reading	Owner	
110300202	TEST3-2	Mr. Banks	120 E 68th St.	112233	01/12/15 00:00	00928316	Collector 5	
110339676	1421322	Lester Holt	1458 Sunrise Road	12637	01/12/15 02:27	00439849	Collector 3	
110343684	TEST1234	Mr. Nobody	No Address		01/12/15 00:00	01195643	Collector 4	
110343982	TEST3-1	Miss Daisy	Driving Rd		01/12/15 00:00	00650891	Collector 5	
110344006	1420994	Ann Crooks	3239 Black Stallion Road	9334	01/12/15 00:00	00810368	Collector 5	
110344124	TEST1234	Mr. Nobody	No Address		01/12/15 00:00	00438320	Collector 1	
110345590	1417787	Russell Sharp	14 Neptune Dr.	1642	01/12/15 00:00	00610677	Collector 2	
110347896	45678	Linda Golden	248 Dogwood Ave	12548	01/12/15 00:00	00441842	Collector 1	
110358088	50438	Christopher Walls	559 Barnes Avenue	15891	01/12/15 00:00	00688139	Collector 1	
110358486	1405732	Stewart Xiong	1462 Terry Lane	13947	01/12/15 00:00	00255164	Collector 2	
110417810	1424875	Soft-Disconnect	45 Water St	15961	01/12/15 00:00	00364932	Collector 2	
110428976	TEST27	No Name	No Address		01/12/15 00:00	00608613	Collector 1	
110448388	34612	Elizabeth Bates	1855 Scenic Way	18650	01/12/15 00:00	00902352	Collector 1	

The Past Due Report - Shows a listing of all active MIUs that have not sent a reading since the past due date. It also includes a list of all MIUs that have not received a reading within a specified date range. This report is useful for maintaining your system. It includes those MIUs that may have been vandalized or damaged and need repairs or replacement.

Neptune Water

Past Due

Past Due Date: 1/14/15									
MIU ID	Premise	Name	Address	Account	Read Date	Reading	Reverse Flow	Leak State	Days Since Last Read
110300202	TEST3-2	Mr. Banks	120 E 68th St	112233	01/13/15 00:00	00928318			0
110300394	1417902	Jacob Hinson	7 Dogwood Ave	17745	01/13/15 00:00	00572601			0
110334900	1417897	Continuous Leak	4 Leak Ave	20361	01/13/15 00:00	00626091		Intermittent	0
110338618	50563	James Christian	2987 Winding Way	20642	01/13/15 00:00	00524995			0
110339578	1424213	Joseph Comment	4085 Stratford Park	258	01/13/15 00:00	00779590		Intermittent	0
110339676	1421322	Letter Holt	1458 Sunrise Road	12637	01/13/15 02:27	00439849			0
110343608	1420058	John Lujan	1351 Old House Drive	5668	01/13/15 00:00	00378323		Continuous	0
110343618	1418964	Dennis Jackson	1131 Broadway Avenue	260	01/13/15 00:00	00925772			0
110343684	TEST1234	Mr. Nobody	No Address		01/13/15 00:00	01195643			0
110343710	1417792	Richard Wright	807 Stadium Drive	3620	01/13/15 00:00	00840248		Continuous	0

The Soft Disconnect List Report - Shows which MIUs are soft disconnected and the dates that the soft disconnection occurred.. This feature is useful in eliminating truck rolls/readings in areas where there are large volumes of move-ins and move-outs. You can mark the account as soft disconnected and if usage is reported on a marked MIU the system notifies you via the Soft Disconnect with Usage report.

Neptune Water

Soft Disconnect

Route	Default Route				
MIU ID	Premise	Name	Address	Account	Soft Disconnect Date
110300202	TEST3-2	Mr. Banks	120 E 68th St	112233	4/23/13
110347896	45678	Linda Golden	248 Dogwood Ave	12548	10/15/14
110358486	1405732	Stewart Xiong	1462 Terry Lane	13947	
110417810	1424875	Soft-Disconnect	45 Water St	15961	9/16/14
110464468	1425436	Burt Carter	10 Water St	20632	
110511166	1420666	Alison Stone	1474 Petunia Way	20247	10/16/14
1569000051	55555_1420666	Alison Stone	1474 Petunia Way	20247	10/16/14
1569000069	55555_1425436	Burt Carter	10 Water St	20632	10/30/14

The Soft Disconnect with Usage Report - Shows information on the meter flow since the soft-disconnect. This report includes a list of all MIUs marked as soft disconnected for which usage has been reported. This report provides you a list of accounts to physically disconnect based upon water theft.

Neptune Water

Soft Disconnect with Usage

Route	Default Route							
Date Range	1/1/14 to 1/9/15							
MIU ID	Premise	Name	Address	Account	Minimum Read	Current Read	Soft Disconnect Date	Flow Since Soft Disconnect
110347896	45678	Linda Golden	248 Dogwood Ave	12548	00366052	00441842	10/15/14	75790
110417810	1424875	Soft-Disconnect	45 Water St	15961	00271358	00364932	9/16/14	93574
110511166	1420666	Alison Stone	1474 Petunia Way	20247	00266798	00315877	10/16/14	49079

System Reports

The Consumption Report - Includes individual and collaborated consumption information for all MIUs associated with a specified group or groups. If meters with different registrations are included within the group, this report calculates consumption for the entire group based on a common registration you choose. This report is beneficial in comparing the usage between different areas, zones, or districts. On the Report Options dialog, you can also select the sort order for the route and group, and whether to include subtotal or detailed information.

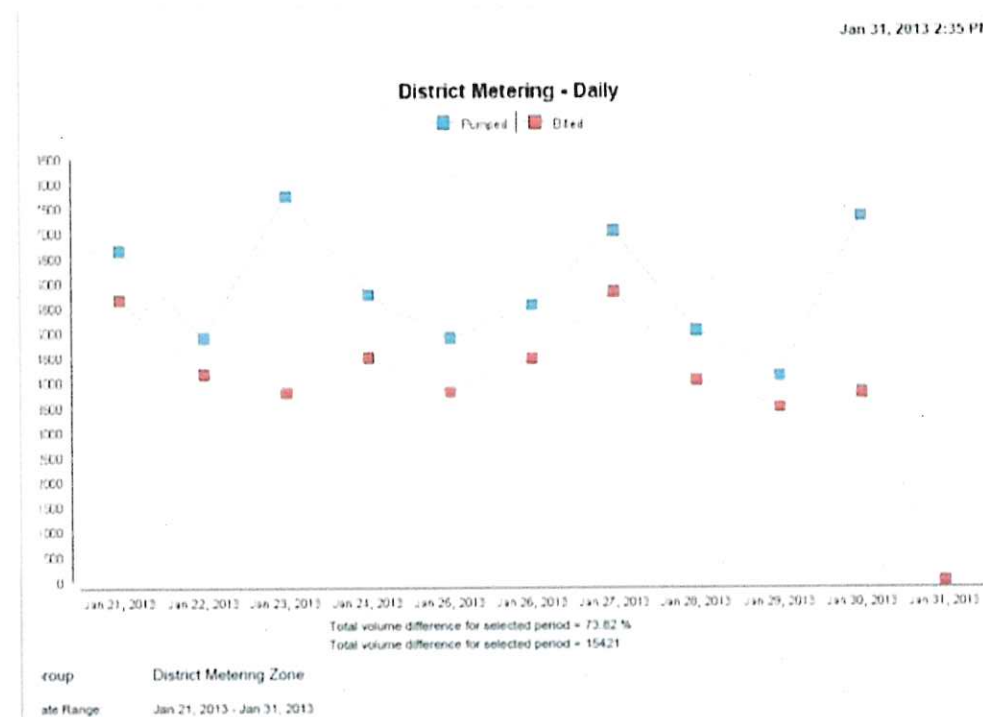
Neptune Water

Consumption

Date Range: 1/1/14 to 1/31/15
Time Range: 1:00 to 9:00

Route	Group	Date Range	System Consumption	Unit Measure	Unit (meter) Consumption	Premise	Account	Address	Misc	Meter Type	Multiplier
Default Route	Belle Hill	01/01/14 - 01/09/15	7,804.38	Gal	79,043.82	45073	12549	248 Dogwood Ave	110347890	T-10	0.10
	Belle Hill	01/01/14 - 01/09/15	10,522.65	Gal	105,220.51	1417757	1042	14 Neptune Dr	110346590	T-10	0.10
SubTotal Default Route			18,327.03								
Total System Consumption			18,327.10								

The District Metering Report - Allows you to track water consumption and water loss in a specified area. It also compares water pumped versus water billed readings. It shows a group of MIUs for comparison and classifies them as input, consumption, nonconsumption, or output meter. This report assists you with water conservation initiatives.



The Troubleshooting Report - Is a combination of all MIUs that are past due on receiving a reading, never received a reading, or show invalid or nonnumeric characters in the read. This report shows which MIUs within the system have maintenance issues and need repairs to ensure valid readings for billing.

Neptune Water

Troubleshooting Report

Date Range 1/1/14 to 1/9/15

Problem	Reading	Read Date	MIU ID	Premise	Name	Address	Account
Never Received			110234567	1352667	Claudia Bearden	3894 Public Works Drive	8982
Never Received			111188881	TEST21	O.B. Driftwood	40 & Plum	1234569
Never Received			112233445	JANTEST	Jenny Jones	No Address	12345
Never Received			121212121	DECTEST	Santa	No Address	12345
Never Received			123124125	DECTEST	Santa	No Address	12345
Never Received			123456788	123	Bradd New Acct	123 Test St	123
Never Received			145009234	TEST8	Abby Normal	13 Strange Way	23564936
Never Received			221234567	1352667	Claudia Bearden	3894 Public Works Drive	8982
Never Received			222123456	1352667	Claudia Bearden	3894 Public Works Drive	8982
Never Received			222212345	1352667	Claudia Bearden	3894 Public Works Drive	8982
Never Received			200000000	No Premise	No Name	No Address	

System Status Reports

The Audit Report - Logs and reports all changes made within the system, including field updates mobile push option performs. This report assists you with determining the changes specific users make.

Neptune Water

Audit Report

User Type Client
Action updated
Date Range 1/1/15 to 1/9/15

User	User Type	Date	Premise/ Account	MIU ID	Action	Table/ Field	Old Value/ New Value
acedemo6@mygmail.info	Client	01/08/15 16:18			updated	pc_user_def	2014-12-10 07:53:38 242000
						last_active	2015-01-08 16:18 21.675000
acedemo6@mygmail.info	Client	01/08/15 16:18			updated	pc_user_def	2015-01-08 16:18 21.675000
						last_active	2015-01-08 16:18 29.990000

The Priority Alarm Log Report - Lists all MIUs that triggered any priority alarms (major or minor reverse flow, continuous, or intermittent leaks). The system generates email notifications for users set up to receive notification of priority alerts. This report assists utility personnel who do not receive email notifications of the alerts and want to keep track of trends and issues with regard to leaks and reverse flow events.

Neptune Water

Priority Alarm Log

Date Range		1/1/13 to 12/31/14							
MIU ID	Premise	Name	Address	Account	Alarm Date	Major Rev Flow	Minor Rev Flow	Continuous Leak	Intermittent Leak
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	10/18/14 05:10	Yes			Yes
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	11/03/14 17:42	Yes			
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	11/04/14 12:08	Yes			Yes
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	11/18/14 13:21	Yes		Yes	
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	11/25/14 16:11	Yes			Yes
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	12/01/14 17:16	Yes			
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	12/14/14 05:09	Yes			Yes
110462632	14587	Major Reverse Flow Alarm	478 Main St	15752	12/22/14 06:22	Yes			

The Status Log Report - Lists the overall status of the system. The report shows the percentage and actual numbers of good readings, invalid readings, missed readings, leak events, and reverse flow events. The report also lists the number of active, found, and inactive meters within the system and provides an overall look at system performance.

Neptune Water

Status Log

Date Range		1/1/14 to 1/9/15	
Category	Mius	Percent	Counts
Good Readings	99	86.39%	40,582
Invalid Readings	2	1.79%	2
Missed Readings	13	11.61%	
Active MIUs	112		
Found MIUs	1		
Inactive MIUs	1		
Alarm Discrete	2	1.79%	15

The System Log Report - Shows an account of messages the software receives.

Neptune Water

System Log

Date Range 1/1/15 to 1/9/15

Type	Message	Collector	Description	Log Time
			Alert message All Collector(s) / Gateway(s) are down	01/04/15 12:00
			Alert message All Collector(s) / Gateway(s) are down	01/05/15 12:00
			Alert message All Collector(s) / Gateway(s) are down	01/06/15 12:00
			Alert message All Collector(s) / Gateway(s) are down	01/07/15 12:00
			Alert message All Collector(s) / Gateway(s) are down	01/08/15 12:00

Map Reports

The MIUs Mapping Report -Provides a list of MIUs flagged for leak detection within the system. This report assists with identifying water leaks.

The Mapping Gateways Report- Provides a list of gateways flagged for leak detection within the system. This report assists with identifying water leaks.

Negotiated Points with Selected Proposer, National Metering

Point No. 1

Pricing –

- Hillsborough would like additional pricing for R900i ProCoder registers (no meter body) to be used for retrofitting of current Neptune meters in the ground. The estimated total retrofits over 10 years are 18,000 registers. Year 1 estimations are 3,500. (See AMI Routes attachment.)

National Metering Response -

- The price for a R900i ProCoder register is \$194.50.
- The price for the installing a R900i ProCoder register is \$27.00

Point No. 2

- Subsequent years are still being analyzed. Retrofitting may accelerate the project. Budgeted total amounts over the 10-year plan have not changed.

National Metering Response - Noted and Agreed

Point No. 3

- Hillsborough will institute a plan to buy additional new meters outside of this replace/retrofit plan. These “new service installation AMI meters” will be procured separately but Hillsborough would like assurances that these unit prices will be extended to the new installation purchases for the first year of this contract.

National Metering Response - Yes, RFP pricing will be extended to new installation purchases.

Point No. 4

- Hillsborough does not wish to purchase the exit testing options.

National Metering Response - Based on discussion and analysis of the net cost of the testing services giving full force and effect of the scrap credits to be received, Hillsborough County accepts the exit testing offered in National’s RFP response.

Point No. 5

Head End System (HES) –

- Communications files inbound and outbound with Oracle ADK shall be in .xml format for automated integration.

National Metering Response - Based on conversations by and between, Neptune, Oracle and Hillsborough staff, this is requirement is Noted and Agreed.

Negotiated Points with Selected Proposer, National Metering

Point No. 6

- Oracle's SMM_026_Foundation_Design_Final.doc is attached and shall be used to prepare proper file layouts

National Metering Response - The above statement is Noted and Agreed. However, Neptune does require additional communication with Oracle for full understanding of the document prior to implementation. Pricing remains as stated in original pricing schedule.

Point No. 7

- Hillsborough will change its stated configuration of ½ hour recorded reads to 1-hour intervals to meet the proposed base product.

National Metering Response - While Hillsborough County will get hourly data for a large population of meters there will be some radios that will not communicate hourly data due to proximity to Gateways, at a minimum they will see the 98.5% over a 72-hour period.

Point No. 8

- HES shall be integrated with the County ESRI system for mapping function.

National Metering Response - Noted and Agreed

Point No. 9

Inventory Control –

- Meters to be installed in Hillsborough must first be introduced into our Oracle CC&B system for inventory. The file must be in a .xls format containing Sequence #, Badge #, Pallet #, and Serial # as base requirements. An example is attached.

National Metering Response - This format should not be a problem.

Point No. 10

Public Information Campaigns –

- Mail to or tag 95% or better of affected customers with advance notices. Notice to be received potential 3 or more days in advance of installation.

National Metering Response - Noted and Agreed

Negotiated Points with Selected Proposer, National Metering

Point No. 11

- All notices to be approved in advance by Hillsborough's Communications Department.

National Metering Response - Noted and Agreed

Point No. 12

- The Communications Department may have other stipulations such as Yard signs or attendance at Neighborhood meetings.

National Metering Response - Noted and Agreed

Point No. 13

Meter traits –

- Hillsborough to use Neptune 5/8" and 1" Positive Displacement meters.

National Metering Response - Noted and Agreed

Point No. 14

- Hillsborough to use Pro-Coder registers.

National Metering Response - Noted and Agreed

Point No. 15

- Meters to measure in gallons down to the tenth of a gallon on the mechanical dial.

National Metering Response - Noted and Agreed

Point No. 16

- Meters to have a white face with a red sweep-hand to indicate 100ths of gallons.

National Metering Response - Noted and Agreed

Point No. 17

- "Hillsborough County" engraved/stamped on register cover.

National Metering Response - Hillsborough withdraws this requirement with the understanding and acknowledgment that it is anticipated that Neptune will have the capability to fulfill this requirement at some time in the future.

Negotiated Points with Selected Proposer, National Metering

Point No. 18

- Manufacturing date on register face.

National Metering Response - Noted and Agreed

Point No. 19

- Assurances are needed from Neptune that bottom plates on meters provided, if plastic, shall not leak, and if they do, will be replaced with metallic plates; and, in the event this is a prevalent problem (more than 100 documented occurrences) then the future deliverables will have metallic bottoms as a standard with no per-unit cost increase.

National Metering Response - The small number of meters that had leaks in the bottom of the meter were due to a “pinched” gasket and would have happened with a polymer of metal bottom plate. New procedures have been implemented and this should not be an issue. Neptune does agree to Hillsborough County’s request above.

Point No. 20

Installation –

- Hillsborough will provide an analysis of areas to receive Automated Metering Infrastructure to include the manufacturer and age of meter. As mentioned in Pricing above, it is our intent to retrofit registers on Neptune meters manufactured from 2013 on; and replace Neptune meters 2012 and older. Any meter from any other manufacturer shall be completely replaced.

National Metering Response - Noted and Agreed

Point No. 21

- As a part of the analysis mentioned above Hillsborough will also project a window of installation for each route. That window will be two to 3 weeks long. The routes are usually 450 to 600 meters in quantity. Hillsborough prefers the entire route to be retrofitted and/or exchanged within that period. If not finished, then cease work in that route until the same period the following month.

National Metering Response - Noted and Agreed

Point No. 22

- Installation/Retrofits shall occur in no more than 4 routes at one time.

National Metering Response - Noted and Agreed

Negotiated Points with Selected Proposer, National Metering

Point No. 23

- Hillsborough's Project Manager is the ultimate authority on the speed of installation and routes to be accomplished.

National Metering Response - Noted and Agreed

Point No. 24

- If meter coupling is buried under the meter box frame and the frame is in dirt then installer to reposition box as needed.

National Metering Response - Noted and Agreed

Point No. 25

- If the box is encased in any material other than soil then County has obligation/option to re-locate/repair.

National Metering Response - Noted and Agreed

Point No. 26

- As mentioned in Inventory Control above all meters and/or registers are to be placed into Hillsborough Inventory before installing at premises.

National Metering Response - Noted and Agreed

Point No. 27

- Warranty for leaks shall be extended to 45 days to allow for full billing and collections cycle to end and offer the best chance for discovery.

National Metering Response - Noted and Agreed

Point No. 28

- National Metering vehicles to have magnetic signage affixed to identify crews as "contractors for Hillsborough County." Design to be approved by Hillsborough's Communications Dept.

National Metering Response - Noted and Agreed

Negotiated Points with Selected Proposer, National Metering

Point No. 29

Line Breaks –

- In the event of a service line break, National Metering shall notify the County designee for evaluation and consultation.

National Metering Response - Noted and Agreed

Point No. 30

- National Metering will follow County protocol for fixing said breaks up to and including boil water notices, flushing, testing, etc.

National Metering Response - Noted and Agreed

Point No. 31

- National metering is responsible for the completion of repairs.

National Metering Response - Noted and Agreed

Point No. 32

- The county is to make the final inspection of remediation and be the determinant of completion.

National Metering Response - Noted and Agreed

Point No. 33

Recycling Credits –

- Are credits given for meters of any manufacturer or just Neptune meters?

National Metering Response - Credits will be given for all brass bodied meters. No credit will be given for composite or plastic meters.

Point No. 34

- Hillsborough would like to increase the credit amount to \$3.50 rather than \$3.00 to get closer to the approximate \$4+ credit currently received in another contract. Hillsborough appreciates the fact that National Metering would handle all of the processing needed and that value makes up the gap.

Negotiated Points with Selected Proposer, National Metering

National Metering Response - Noted and Agreed

Point No. 35

General Comments –

- All supplemental submissions made in paper or orally during presentations and/or amended in writing thereafter these negotiations shall become a part of the bid proposal and subsequent contracted services.

National Metering Response - Noted and Agreed

Point No. 36

- The installation of AMI will necessitate route reorganization. Suggestions, reporting, propagation studies, and/or software help are invited to make this a successful partnership.

National Metering Response - Noted and Agreed

National Metering Services, Inc.
Hillsborough County
Advanced Metering Infrastructure System - AMI
RFP - 18122,3
Pricing Sheet

Item #	Description	Quantity	Unit Price	Extended Price
1	LoRa Data Collection Units, includes installation and maintenance	9	\$ 13,333.33	\$ 120,000.00
2	Neptune 360 AMI Software, per meter, per year	8,100	\$ 1.67	\$ 13,527.00
3	Neptune 360 Advanced Set up Fee	1	\$ 3,250.00	\$ 3,250.00
4	Neptune 360 On Site Training - 8 Hr	1	\$ 1,500.00	\$ 1,500.00
5	5/8" x 3/4" T-10 PLS 302 ProCoder, R900i v5 Pit Gal	8,000	\$ 214.50	\$ 1,716,000.00
6	1" T-10 BRZ 302 ProCoder R900i v5 Pit Gal	100	\$ 275.00	\$ 27,500.00
7	Neptune R900i ProCoder Register (only)	1	\$ 194.50	\$ 194.50
8	Installation of R900i ProCoder Register (Retrofit)	1	\$ 27.00	\$ 27.00
9	Neptune R900i ProCoder Register - Reclaimed (only)	1	\$ 194.50	\$ 194.50
10	Installation of R900i ProCoder Register - Reclaimed (Retrofit)	1	\$ 27.00	\$ 27.00
11	MRX920v4 Assembly Complete (Drive - by reader)	1	\$ 6,050.00	\$ 6,050.00
12	R900 Bluetooth Belt Clip Tranceiver 3.0 System	1	\$ 2,145.00	\$ 2,145.00
13	Water Smart Customer Portal - One time Set up fee	1	\$ 7,500.00	\$ 7,500.00
14	Water Smart Customer Portal Annual Subscription Fee / meter/ year	8,100	\$ 2.00	\$ 16,200.00
15	Water Smart Customer Portal Single Sign On Charge	1	\$ 5,000.00	\$ 5,000.00
16	Installation of 5/8" x 3/4" to 1" meter in pit with Radio install	8,100	\$ 34.00	\$ 275,400.00
17	Replace check valve - each (provided by the County)	1	\$ 36.00	\$ 36.00
Subtotal				<u>\$ 2,194,551.00</u>
Optional Meter Testing and Meter Recycling				
18	Exit Test of 5/8" x 3/4" meter	8,000	\$ 6.00	\$ 48,000.00
19	Recycling Credit for 5/8" x 3/4" brass meter	8,000	\$ (3.50)	\$ (28,000.00)
20	Exit Test of 1" meter	100	\$ 9.00	\$ 900.00
21	Recycling Credit for 1" brass meter	100	\$ (6.00)	<u>\$ (600.00)</u>
Subtotal				<u>\$ 20,300.00</u>
Grand Total				<u><u>\$ 2,214,851.00</u></u>

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____, (award date for projects subject thereto) by and between the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, hereinafter called County; and National Metering Services, Inc., hereinafter called Contractor.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Pursuant to the requirements set forth within this Solicitation Document RFS No. 18122,3 titled Advanced Metering Infrastructure System, the Contractor shall provide the labor, Services, materials, Work and all appurtenances thereto.
2. The following sections of this Solicitation Document are hereby incorporated into this Agreement by reference: Instructions, General Terms and Conditions, Special Terms and Conditions, Specifications, all Amendment(s) issued, all attachments to this Solicitation Document, and the Offer.
3. The Contractor shall furnish, at its own cost and expense, all equipment, tools, materials and labor of every description necessary to carry out and complete said Services/Work in a good, firm, substantial and workmanlike manner.
4. This Agreement shall be in effect for a 10 year period (ending on the last day of the final month) from the effective date of the Contract as established by the County's Blanket Purchase Agreement (BPA) or Contract Purchase Agreement (CPA). The Contractor shall commence performance of Services/Work required hereunder on said beginning date unless otherwise stated herein.
5. Indemnification (General Liability): The Contractor shall indemnify, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, to the extent caused or incurred, as a result of any negligent, wrongful, or intentional act or omission of, or based on any act of fraud or defalcation by the Contractor, or anyone performing any act required of the Contractor in connection with performance of the Contract awarded pursuant to this Solicitation Document. These obligations shall survive acceptance of any goods/Work and/or performance and payment therefore by the County.
6. Including the provisions contained in this Agreement, the Contractor and the County shall adhere to all provisions contained in the Contract Documents, the same being incorporated as part of this Agreement by reference.
7. The County shall pay and the Contractor shall accept as full compensation for all Work done and materials furnished; for all costs and expenses incurred, and loss or damages sustained by reason of action of the elements or growing out of the nature of the Work, or from any unforeseen obstruction or difficulties encountered in the prosecution of the Work; for all expenses incurred by, or in consequence of the suspension or discontinuance of the Work herein specified; and for well and faithfully completing the Work, the whole thereof, therein provided, and maintaining the Work in good condition until the final payment is made, an amount based upon the actual quantities of Work and materials utilized in constructing the Project, compensable at the unit prices shown in the Contractor's Offer, however, in no event shall the total compensation paid under the terms of this Agreement exceed \$20,000,000.00 for RFS No. 18122,3 Advanced Metering Infrastructure System, unless otherwise authorized by the County in a Modification Agreement. The County and the Contractor acknowledge that the total price shown in the Contractor's Offer is based upon the extension of the unit prices and estimated quantities shown in the Contractor's Offer. The County and the Contractor acknowledge that the performance of this Contract may require changes in the item quantities shown in the Contractor's Offer which changes may result in adjustments in the pay quantities which comprise elements of the total price shown in Contractor's Offer. All such changes and



adjustments shall be accomplished by Modification Agreement(s) issued in accordance with the provisions of these Contract Documents.

8. Contractor understands and agrees that during the fiscal year in which this Agreement is entered into, the County will have sufficient unencumbered funds to cover payment for the goods, Services and/or Work to be provided under this Agreement during said fiscal year.

9. During the performance of this Agreement, the Contractor herein assures the County that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992 in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

10. The Contractor shall comply with Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

11. This Agreement shall be contingent upon the Contractor furnishing the County, when required, a certificate of Competency, Certificate(s) of Insurance, Performance Bond, Payment Bond, and any other such documents as required in this Contract within ten (10) Days after the Notice of Award.

12. This Agreement may only be amended or modified by a written instrument executed by the County and the Contractor, except for Unilateral Change Orders and Unilateral Extensions, as provided for in the General Terms and Conditions.

13. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of Florida, or the laws, rules, and regulations of the United States when providing Services and/or Work funded by the United States government and venue shall be in Hillsborough County, Florida.

14. Termination for breach: Unless the Contractor's breach is waived, the County may, upon the giving of written notice, terminate this Agreement for said breach. Waiver of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach; nor shall it be construed to be a modification of this Agreement. The aforesaid termination notice shall be considered received by the Contractor and the County if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

15. Notice - Any notice required by this Agreement shall be given to the following representatives of the parties:

COUNTY:

CONTRACTOR:

National Metering Services, Inc.

163 Schuyler Avenue, P.O. Box 491

Kearny, New Jersey 07032

16. The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

COUNTY: HILLSBOROUGH COUNTY
FLORIDA

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

ATTEST:

CONTRACTOR: National Metering Services, Inc.

WITNESS

AUTHORIZED CORPORATE OFFICER OR
INDIVIDUAL (SIGN BEFORE NOTARY PUBLIC)

WITNESS

Richard Verdiramo
(Printed Name Of Signer)

Business Development Director
(Title)

201-628-2845
(Phone)

2/18/2020
(Date)

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

THIS SOFTWARE-AS-A-SERVICE AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE FOLLOWING PARTIES (EACH INDIVIDUALLY, A "PARTY" AND COLLECTIVELY, THE "PARTIES"):

NATIONAL METERING SERVICES, INC.
163 SCHUYLER AVE, PO BOX 491
KEARNY, NEW JERSEY 07032
("NATIONAL METERING SERVICES")

and

Hillsborough County Florida
601 E. Kennedy Blvd, 25th Floor
Tampa, FL 33602
("CUSTOMER")

The effective date of this Agreement is January 27, 2020 ("Effective Date").

Approved:
Hillsborough County Florida

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Approved:
National Metering Services, Inc.

By: _____
(Authorized Signature)

Printed Name: William Casile

Title: President

Dept. Purchasing County Atty.	Approval <u>bes</u> <u>OP</u>	Date <u>2/11/20</u> <u>2-13-2020</u>
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SOFTWARE-AS-A-SERVICE AGREEMENT

This Agreement sets forth the terms and conditions whereby National Metering Services agrees to provide Customer with software, related documentation, and support. For mutual consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions:

- a. *Affiliated Parties* – employees, officers, directors, agents, and financial, legal, and other advisors and affiliates (including a parent, subsidiary, or other related company) of a Party.
- b. *APIs*– published National Metering Services application programming interfaces.
- c. *Application* – National Metering Services SaaS application, Neptune 360.
- d. *Confidential Information* – any information that is not generally known outside the Discloser relating to any aspect of business of the Discloser, whether existing or foreseeable, including but not limited to: project files; product designs, processes; new or existing product development; production characteristics; testing procedures and results thereof; engineering evaluations and reports; know-how, trade secrets, business plans, financial statements and projections; Consumer lists and information; software and computer programs, including source code; training manuals; policy and procedure manuals; price and cost information; and any information received by the Discloser under an obligation of confidentiality to a third-party.. A “Recipient” receives Confidential Information; a “Discloser” discloses Confidential Information.
- e. *Connectivity* – the ability for data collection Devices to send readings through a network to the Application, assuming the Devices are operational.
- f. *Consumer* – Customer’s clients, both residential and commercial.
- g. *Customer Data* – any data and non-public information provided to National Metering Services by Customer.
- h. *Devices* – radio devices that interface with meters or other sensors and redistribute data over networks.
- i. *Documentation* – any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided by National Metering Services
- j. *Indemnified Persons* – Customer or its Consumers or Affiliated Parties.
- k. *Initial Term* – as defined in Section 4.
- l. *Key* – a license key provided by National Metering Services pertaining to the API.
- m. *Maintenance Window* – a scheduled outage of services for planned changes, upgrades, and/or repairs for the Application.
- n. *Service Level Objectives* –as defined in Section 3.
- o. *Software as a Service (SaaS)* – a software model in which National Metering Services Application is delivered on a subscription basis and managed remotely via an online network.
- p. *Term* – as defined in Section 4.

2. **Services.** Customer shall not use, and shall not permit the use of, the Service by any unauthorized third-parties. Unless mutually agreed in writing, the Services include only the following:

SOFTWARE-AS-A-SERVICE AGREEMENT

- a. Providing Customer secure access to the hosted Application;
 - b. Providing application, server and Application monitoring, security monitoring, and database preventive maintenance monitoring;
 - c. Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm central time, excluding corporate holidays and email support at support@neptunetg.com;
 - d. Providing updates, with prior notice via email, and upgrades to the Application.
3. **Service Level Objectives:**
- a. *Availability.* National Metering Services will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
 - b. *Ticket Issuance.* National Metering Services will open a trouble ticket upon the earlier to occur of: (i) when National Metering Services first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and National Metering Services becomes aware of the issue, National Metering Services will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. National Metering Services commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
 - c. *Response Time.* The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). National Metering Services shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.
 - d. *Service Failures.* If at any time during the Term a Billing Impediment goes unresolved within the window above, Customer's exclusive remedies include, at Customer's election, a credit for one (1) month of Service or termination of this Agreement with repayment of any prepaid fees on a prorated basis.
4. **Term and Termination:**
- a. The "Initial Term" of this Agreement is as agreed upon in the Purchase Order between Hillsborough County Florida and National Metering Services, Inc.
 - b. *By Customer.* Customer may terminate this Agreement and any Exhibits at any time without cause prior to the expiration of the then current Term without refund.
 - c. *By National Metering Services.* National Metering Services may immediately terminate this Agreement and any Exhibits should (a) Customer fail to cure its breach of this Agreement within 30 days of notice by National Metering Services or (b) should Customer breach this Agreement in an incurable way.
 - d. *Data Ownership and Rights upon Termination.* Any data and information provided to National metering Services by Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to National Metering Services the right and license to host, access, store, and use the Customer Data for the purposes of National Metering Services' performance pursuant to this Agreement, including, but not limited to for the purposes of providing and maintaining the Service. Upon expiration or termination of this Agreement, National Metering

SOFTWARE-AS-A-SERVICE AGREEMENT

Services will no longer provide the Service and Customer may no longer use the Service. Following such expiration or termination, so long as Customer is current in all payments to National Metering Services, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration or termination, National Metering Services will use commercially reasonable efforts to prepare for export or download any Customer Data, with such export or download to be made in a mutually agreed format. After such thirty (30) day period, National Metering Services has no obligation to maintain or provide the Customer Data, and National Metering Services shall delete or destroy all Customer Data (and all copies of Customer Data) in its systems or otherwise in its possession or control, unless prohibited by law.

- e. **Billing and Payment.** Billing and Payment terms are as agreed upon in the Purchase Order between Hillsborough County Florida and National Metering Services.
- 5. **Force Majeure.** National Metering Services shall incur no liability of any kind to Customer due to (i) causes unrelated to the Application or the provision of Services, including, but not limited to, any disruption in Customer's networks not administered by national Metering Services or any disruption in the Internet or World Wide Web, or (ii) any other causes beyond National Metering Services' reasonable control, including, but not limited to, acts of God, war, terrorism, electrical storm, wind storm, tornado, hurricane, strikes or lack of access to equipment at Customer's site or Subscriber modules. National Metering Services does not guarantee network security, or the integrity of any data which is sent over, backed up, stored or subject to load balancing.
- 6. **Disclaimer of Warranties.** OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NATIONAL METERING SERVICES DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NATIONAL METERING SERVICES EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.
- 7. **Application Programming Interfaces:**
 - a. *License.* For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, National Metering Services hereby grants to Customer a non-exclusive, non-transferable license to use APIs. National Metering Services will provide to Customer Documentation related to the APIs, and National Metering Services grants Customer a non-exclusive, non-transferable license to use one copy of the Documentation solely in furtherance of the license granted herein.
 - b. *Limitations on Rights of Use.* Customer shall not use the API for any other purpose except as expressly authorized in this Agreement and Documentation. National Metering Services reserves the right to make the APIs available to Customer only pursuant to a Key. Customer will not disclose the Key to, or allow the use of the Key by, any third party other than the third party. National Metering Services will provide Customer the APIs in object code only. National Metering Services reserves the right to encrypt the API as it deems appropriate. Customer has no other rights in the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. If Customer has relationships with additional utilities (or other entities) that are National Metering Services' customers and Customer desires to use APIs or SaaS with other National Metering Services' customers, then Customer must enter into a separate agreement with National Metering Services and such customer. Any rights in API(s) and the Documentation not expressly granted

SOFTWARE-AS-A-SERVICE AGREEMENT

to Customer in this Agreement shall remain with National Metering Services.

- c. *Upgrades.* National Metering Services may make changes to the APIs from time to time. National Metering Services will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third party software or programs, or changes to the SaaS.
8. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL NATIONAL METERING SERVICES BE LIABLE TO CUSTOMER, ANY SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, COSTS OF PROCURING SUBSTITUTE GOODS, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF CUSTOMER, ANY SUBSCRIBER OR ANY SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NATIONAL METERING SERVICES LIABILITY FOR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DIRECT DAMAGES, NOT TO EXCEED AN AGGREGATE OF THE AMOUNT PAID TO NATIONAL METERING SERVICES ON THE APPLICABLE PURCHASE ORDER. CUSTOMER HEREBY ACKNOWLEDGES THAT WITHOUT THE LIMITATION OF LIABILITY SET FORTH HEREIN THE FEES CHARGED FOR THE SERVICE WOULD BE HIGHER.
9. **Responsibilities of Customer:**
 - a. The procurement, compatibility, operation, security, support and maintenance of Customer's hardware and software (that are not the express subject of this Agreement) is the responsibility of Customer.
 - b. Application user administration, including but not limited to the definition, management, and security of usernames and passwords are the sole responsibility of Customer.
 - c. Customer represents and warrants to National Metering Services that it will hold at all relevant times all appropriate licenses and consents required to operate its business for which the Service is provided and that it will at all relevant times conduct its business in accordance with applicable law and regulation. Customer shall be responsible for the payment of any taxes, assessments or fees associated with the use of the Service. National Metering Services prohibits use of its Service in any way that: (i) is unlawful; (ii) interferes with use of the Application or the Internet by any other person or entity; (iii) infringes the intellectual property rights or privacy rights of any other person or entity; (iv) presents security or privacy risks, including, without limitation, interfering with or gaining unauthorized access to or otherwise violating the security of the Application or any other person or entity's server, e-mail accounts, or data; or (v) is inconsistent with the terms and conditions of this Agreement.
 - d. *Connectivity with Customer.* Unless otherwise modified by an Exhibit, Customer shall be solely responsible for supplying routing Connectivity between its network, its collection hardware, and the Application.

SOFTWARE-AS-A-SERVICE AGREEMENT

- e. *Equipment Maintenance.* Unless otherwise modified by an Exhibit, National Metering Services shall not be responsible for the maintenance of Customers' networks.
10. **Indemnification.** Upon notice and demand from Customer, National Metering Services shall promptly assume full responsibility for the defense, at National Metering Services' expense, of any claim, demand, proceeding or action that may be brought (or threatened to be brought) against Indemnified Persons alleging any of the following: (a) violation or infringement of any patent, trademark or copyright or of any contractual, intellectual property or other rights of any third parties arising out of the Services or the use or sale of any products provided in connection with the Services; (b) any loss or damage resulting from a breach of Section 11. Notwithstanding the foregoing, National Metering Services shall have no duty to indemnify Customer in the event of Customer's negligence.
11. **Confidentiality:**
- a. Recipient shall use Confidential Information only for performing under the Agreement and shall comply with all applicable laws in Recipient's use of Confidential Information. Other than explicitly stated herein, nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any Confidential Information. To the extent allowed by law, recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own confidential and proprietary information of a like nature, but not less than a reasonable degree of care. To the extent allowed by law, recipient shall not disclose or provide Confidential Information or any summary or derivative thereof to any third-party without the express prior written consent of Discloser in each instance. To the extent allowed by law, recipient shall take all commercially reasonable steps to ensure that the Confidential Information is not used or disclosed by its Affiliated Parties in violation of this Agreement. Recipient shall (i) not remove the copyright notice, trademarks and all other proprietary rights notices and (ii) reproduce all copyright notices, trademarks and all other proprietary rights notices contained in the Confidential Information. Recipient shall only permit access to the Confidential Information to those Affiliated Parties who reasonably need to know such information to perform under this Agreement. Recipient shall require that all such Affiliated Parties who have access to any Confidential Information execute, or be subject to, a written confidentiality agreement that protects such information at least to the same extent as provided in this Agreement prior to any such access. Recipient shall be responsible for any violation of this Agreement on the part of such Affiliated Parties.
 - b. Recipient's duty to protect the Confidential Information, and to refrain from using such information except for performing its obligations under this Agreement expires five years following the termination of this Agreement from the date of disclosure of such piece of Confidential Information; provided, however, that information that is a "trade secret" shall be kept confidential by Recipient until such information is no longer a "trade secret" under applicable law. Recipient and its Affiliated Parties shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Notwithstanding the foregoing, the Parties acknowledge that, pursuant to a Defense of Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

- c. This Agreement imposes no obligation upon Recipient with respect to any information that: (a) is or becomes publicly known or publicly available or otherwise in the public domain through no act of Recipient or its Affiliated Parties; (b) is already known to, or in the possession of, Recipient or its Affiliated Parties at the time of the disclosure; (c) is rightfully received by Recipient or its Affiliated Parties from a third-party under no obligation of confidentiality to Discloser or Discloser's Affiliated Parties; (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is required to be disclosed by order of a court or governmental agency; provided, however, that in such a case, Recipient shall immediately notify Discloser of such order to allow Discloser to seek a protective order or other appropriate relief.
12. **Governing Law, Venue.** The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the laws of the state in which Customer is located without giving effect to any conflict of law provisions thereof. Any legal action or proceeding with respect to this Agreement must be brought in the state in which Customer is located and by execution and delivery of this Agreement, each party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the parties to this Agreement irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law. PROVIDER IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OR ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. PROVIDER REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS JURY TRIAL RIGHT.
13. **Miscellaneous.** Customer may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations thereunder without first obtaining the written consent of National Metering Services. National Metering Services may freely assign its rights and obligations under the SOAs and this Agreement to any party that succeeds to its interest in the assets used to provide the Service, whether by stock sale, asset sale or merger. This Agreement shall be binding upon and inure to the benefit of each party's permitted assigns and successors. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior proposals, understandings and agreements, whether written or oral, between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by duly authorized representatives of the Parties. The headings in this Agreement, including all Section and subsection titles or captions, are inserted for convenience only and shall not constitute a part hereof nor affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart shall have the same effect as an original. Any notice required or permitted by this Agreement shall be in writing, in English and delivered by overnight commercial courier (such as FedEx) providing proof of delivery, addressed as set forth on the bottom of the first page of this Agreement.

SOFTWARE-AS-A-SERVICE AGREEMENT

EXHIBIT A NETWORK AS A SERVICE (NaaS)

1. **Overview.** This Exhibit describes the terms and conditions upon which National Metering Services shall provide these additional Network Services to Customer. The project is outlined in this Exhibit which involves the monitoring and communication of Devices within the Service Boundary, defined below ("Network Services").
2. **Definitions.** All defined terms used in this Exhibit A are either defined herein or in the Agreement. Additional definitions include:
 - a. *Active Sensor* — refers to Devices within the Service Boundary for which Network Services are being provided to Customer. Devices unable to connect with the Network due to a Force Majeure Event shall not be considered Active Sensors.
 - b. *Network* — a Low Power Wide Area Network using LoRaWAN technology.
 - c. *Network Equipment* — the device(s) (including gateways) and associated software (i.e., firmware, embedded operating systems, etc.) that establish and maintain the Network.
 - d. *Service Boundary* — the area or location where the Network Services will be performed and the Network Equipment will be deployed, as identified in the map below.
 - e. *Term* — as defined in Section 4.
3. **Service Boundary and AMI Devices.** National Metering Services agrees to provide the Network Services in support of approximately ~8,260 Meters for this AMI project.

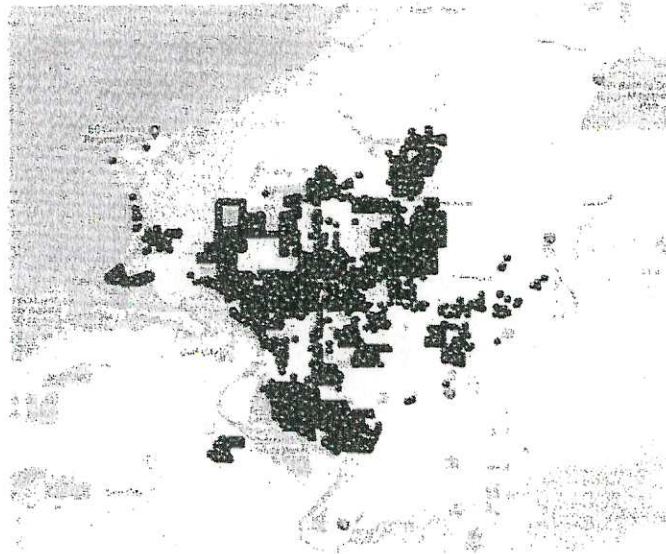
Location	Address/Other Description
Customer	Hillsborough County Florida 601 E. Kennedy Blvd, 25 th Floor, Tampa, FL 33602 Service Boundary Defined for Hillsborough County Florida AMI Project Ruskin Service Territory

a. *Service Boundary*

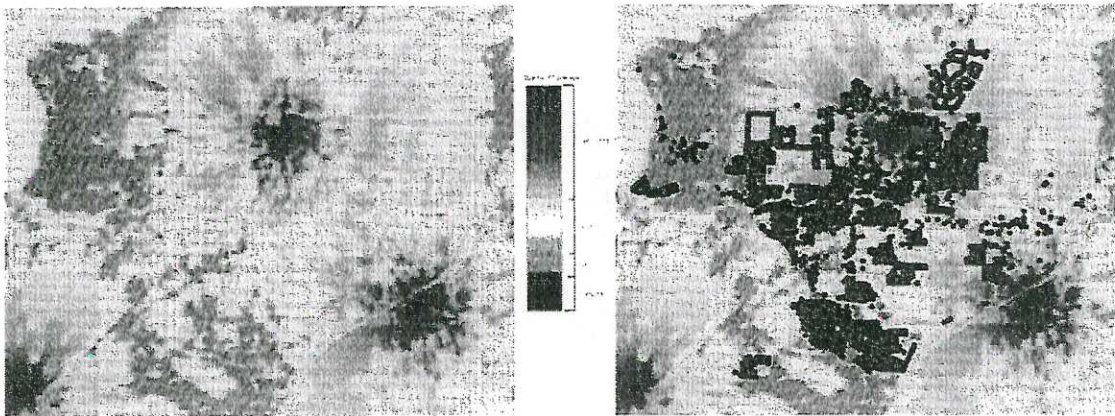
The Service Boundary is outlined as below. The service area boundary is generated by National Metering Services and is based on a meter address list provided by Hillsborough County Florida prior to execution of the Agreement. Note there is both coverage outside of the service boundary line and some non-covered gaps inside the service boundary line near the perimeter. The Network Plan is based on installation of three (3) LoRaWAN gateways on third party commercial assets. Locations are to be secured by National Metering Services or their LoRaWAN subcontractor.

For the sake of defining the coverage area for this Agreement and Service Level Objectives (detailed in Section 4) National Metering Services agrees to provide the Network Services in support of approximately ~8,260 meters within the Service Boundary as depicted in the map below for the Hillsborough County Florida Ruskin service territory area.

Service Boundary – Ruskin Service Territory



Service Boundary - Predicted Coverage Ruskin Service Territory



b. AMI Device Deployment

National Metering Services will be making a significant financial commitment to provide continuous LoRaWAN network coverage to Hillsborough County Florida for the term of this AMI project. Hillsborough County Florida acknowledges this commitment and in turn commits to the following schedule and volumes for meter deployment.

SOFTWARE-AS-A-SERVICE AGREEMENT

Hillsborough County Florida also commits to working with National Metering Services on NaaS contract extensions beyond the initial term of this agreement as agreed upon by both parties.

Meter Deployment Schedule

Period Ending (Months)	Units (Cumulative Total)
Twelve (12)	8,260

4. **Services Overview.** During the Term, at National Metering Services' sole expense, the Network Services will include:
- Ten (10) years of Network Service for each Active Sensor commencing with activation on the LoRaWAN network. Upon the eleventh anniversary of the execution of this agreement, the Network Service subscription term and pricing will be negotiated between National Metering Services and Hillsborough County Florida.
 - Project management including on-site visits as necessary.
 - All ongoing network operation expenses related to any Network elements including backhaul.
 - 24 x 7 x 365 Network monitoring via our Network operations center.
 - Proactive monitoring and support.
 - Repair and/or replacement of gateways and other Network components.
 - Regular upgrades of network gateways.
 - Regular software updates of all network elements including the network server and gateway firmware.
 - The installation and maintenance of the meter Devices is the responsibility of National Metering Services.
5. **Network Service Level Objectives:**
- National Metering Services will use commercially reasonable efforts to ensure that the ~8,260 meters covered in the service boundary outlined in Section 3a have the following Read Success Rate: 98.5% within the last 72 hours.
 - In addition to any event described above in Section 5, the following conditions shall not impact the Read Success Rate: 1) interruption of Network operation due to a lengthy power outage; 2) downtime for periodic system maintenance, firmware upgrades, or repairs of Network equipment up to a maximum of one day per month; 3) documented occasions where a Device is not communicating with the Network due to temporary obstructions such as cars, trash cans, or other obstructions or radio interference; and 4) documented occasions where a Device is not communicating with the Network due to Customer's failure to repair or replace any part of a Device after five days' notice from National Metering Services as documented in the Application.
 - In the event that system-wide service is disrupted or unavailable for an extended period of time as a result of National Metering Services actions or inactions and National Metering Services fails to provide a suitable alternative for restoring the Network, National Metering Services shall ensure that meter data is collected by any means necessary, including, for example, by contracting for manual meter reading services at its sole and absolute cost.

SOFTWARE-AS-A-SERVICE AGREEMENT

6. Support. Support is ongoing as part of the Network Services. Response time objective are detailed below:

Severity	Description	Response Time
Critical	The problem is causing a total loss of Connectivity and successful transmission of signals from more than 50% of Active Sensors.	Within 4 hours following the reported issue
Major	The problem is causing a significant loss of connectivity and successful transmission of signals from more than 25% of Active Sensors.	Within 12 hours following the reported issue
Minor	The problem is causing some loss of connectivity and there is no immediate impact to the successful transmission of signals from Active Sensors.	By end of next business day following the reported issue

National Metering Services will provide the final resolution as promptly as is reasonably possible, depending on the severity of the issue and resource involved, consistent with its obligation to provide substantial up-time for this project.

SOFTWARE-AS-A-SERVICE AGREEMENT

National Metering Services, Inc.

Hillsborough County Florida


Signature

Signature

William Castle

Name

Name

President

Title

Title

2/12/2020

Date

Date

Dept. Purchasing County Atty.	Approval	Date
	<u>BES</u> 	<u>2/11/20</u> <u>2-13-2020</u>

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF New Jersey COUNTY OF Bergen County
The foregoing instrument was acknowledged before me this

February 18, 2020 By Richard Verdiramo, Business Development, Director
(Date) (Name of officer or agent, title of officer or agent)

of National Metering Services, Inc. a New Jersey corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this February 18, 2020
(Date)

Deborah James
(Official Notary Signature and Notary Seal)

Commission Number _____

Deborah James
(Name of Notary typed, printed or stamped)

Commission Expiration Date _____



ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this

_____, By _____
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____, Commission Number _____
(Official Notary Signature and Notary Seal)

_____, Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this

_____, By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____, Commission Number _____
(Official Notary Signature and Notary Seal)

_____, Commission Expiration Date _____
(Name of Notary typed, printed or stamped)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Piggyback Martin County Contract and Budget Amendment		
Requested Action		
Recommend to approve a piggyback contract number RFP2021-3343 with Martin County with Raftelis Financial Consultants, Inc. to provide Utility Rate and Financial Consulting Services with the first task order being a water and wastewater revenue sufficiency study along with a corresponding budget amendment to the Water and Sewer Funds.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. At the request of the Public Services Department, the Procurement Services Department sought a contract from Martin County Contract Number RFP2021-3343, to provide a water and wastewater revenue sufficiency study. In accordance with the direction of City Council, the Procurement Services Department issued a Request for Interest (RFI) number 2201-001 to notify local vendors of the City's intent to utilize another governmental agency's contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. The Martin County contract was obtained through a fully competitive solicitation and complies with the City of Clermont Procurement Services Policy. The award includes an initial 3-year agreement with two (2) one-year (1) renewal options. Based on this, staff recommends that Council approve the piggyback of the Martin County Contract Number RFP2021-3343. This contract will provide Utility Rate and Financial Consulting Services with the first task order being a water and wastewater revenue sufficiency study for Public Services. The estimated amount for these services is not to exceed \$55,000. The use of piggyback contracts is allowed under the Purchasing Policy Section E.9 and is a procurement best practice that takes advantage of competitive pricing from a contract formerly bid by another government agency. The Procurement Services Department has determined that the use of piggyback contracts is advantageous and in the best interest of the City to reduce administrative time and expense while providing favorable pricing. Approval of this contract does not commit the City to purchases or require that the contract must be utilized. Purchases associated with piggyback contracts are budgeted by each department. The estimated annual usage does not represent the budgeted amount by a department.		
Additional Analysis		
Fiscal Impact Summary		
Funding will be determined on a project by project basis and funded by the respective department. The first task order with a not to exceed amount of \$55,000 requires a budget amendment to the Water and Sewer Funds from reserves.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. RFI 2201-001	RFI 2201-001.pdf
2. Bid Tabulation	Bid Tabulation.pdf
3. Martin County RFP2021-3343	Martin County RFP2021-3343.pdf



REQUEST FOR INFORMATION

Intent to Utilize Martin County Contract for a Water and Wastewater Revenue Sufficiency Study

CONTACT INFORMATION:

Ramsey Jimenez, MPA

Senior Procurement Agent

EMAIL: rjimenez@clermontfl.org

Phone: (352) 241-7350

RFI No. **2201-001**

ISSUED DATE: January 13, 2022

NOTICE OF INTENT TO PIGGYBACK A CONTRACT

NOTICE END DATE: January 24, 2022 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

SOLICITATION RESPONSE: Responses will be received until the notice end date specified above or as otherwise amended. No late responses will be accepted.

Responses may be submitted electronically to the Procurement Services Director by email.

Hardcopy responses may be delivered to: City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Services

(b) Company Information: Raftelis Financial Consultants, Inc.

(c) Contract Number and Title: RFP2021-3343 Utility Rate & Financial Consulting

(d) Length of Contract: Three (3) years with two (2) one-year (1) year renewals with max term of five (5) years.

(e) Product or Service Provided: A water and wastewater revenue sufficiency study

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Procurement Services Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



LIST OF PROPOSERS

RFP2021-3343

UTILITY RATE & FINANCIAL CONSULTING

DATE ADVERTISED: JULY 6, 2021

BID DUE DATE: JULY 21, 2021 @ 2:30 PM

RAFTELIS FINANCIAL CONSULTANTS, INC.
WILLDAN FINANCIAL SERVICES

DEMANDSTAR STATISTICS:

NUMBER OF PROPOSERS: 2

NUMBER OF PLANHOLDERS: 6

NUMBER OF SUPPLIERS NOTIFIED: 605

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AGREEMENT BETWEEN COUNTY AND CONSULTANT FOR CONTINUING SERVICES

THIS AGREEMENT, effective this 13th day of September in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONSULTANT: Raftelis Financial Consultants, Inc.
(hereinafter CONSULTANT) 227 West Trade Street, Suite 1400
 Charlotte, NC 28202

Contract Name: Utility Rate & Financial Consulting

Contract Number: RFP2021-3343

Term: Three (3) years (plus two one-year renewal options)
 Not to exceed five (5) years

Not to Exceed Amount: \$400,000.00

Section 1	Scope of Services
Section 2	Term
Section 3	County's Responsibilities
Section 4	Payments to Consultant
Section 5	Consultant's Project Team
Section 6	Independent Contractor Relationship
Section 7	Conflict of Interest
Section 8	No Contingency Fees
Section 9	Notices
Section 10	Waiver of Claim
Section 11	Indemnification
Section 12	Insurance
Section 13	Dispute
Section 14	Licenses
Section 15	Termination
Section 16	Suspension
Section 17	Materials
Section 18	Miscellaneous
Exhibit A	Scope of Services
Exhibit B	Fee Schedule

SECTION 1 SCOPE OF SERVICES

1.1 Basic Scope of Services

The Basic Scope of Services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The CONSULTANT shall provide Services for the COUNTY in all phases of the Project to which this AGREEMENT applies as hereinafter provided and within the schedule set forth in Exhibit A. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession.

The COUNTY is selecting CONSULTANT as of this day, to provide services in connection with the Project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Proposal (RFP) document, and any and all addenda, modifications and revisions thereto.

1.2 Notice to Proceed

The CONSULTANT shall commence work within ten (10) days after receiving the fully executed contract unless indicated otherwise.

SECTION 2 TERM

The term of this AGREEMENT shall commence on the date of execution of this AGREEMENT by the COUNTY and continue through approval of the final reports by the COUNTY. It is also agreed that the COUNTY shall have an option for extension of this AGREEMENT, as necessary to complete the services or to provide additional services.

SECTION 3 COUNTY'S RESPONSIBILITIES

3.1 Information Pertinent to the Project

The COUNTY shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project (including previous reports and any other relevant documents and data relative to the Project). The CONSULTANT is ultimately responsible for satisfying itself as to accuracy of any data provided, and, furthermore, the CONSULTANT is responsible for bringing to the COUNTY's attention, for the COUNTY's resolution, any material inconsistencies or errors in such data which come to the CONSULTANT's attention.

3.2 Access to Property

The COUNTY shall arrange for access to, and make provisions for, the CONSULTANT to enter upon public and private property (where required) as necessary for the CONSULTANT to perform its Services upon the timely written request of CONSULTANT to COUNTY.

3.3 Examination

The COUNTY shall examine any and all studies, reports, and other documents presented by the CONSULTANT, and render, in writing, decisions pertaining thereto within a reasonable time.

3.4 No Warranty by COUNTY

Approval by the COUNTY of any of the CONSULTANT's work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT or any Specialty

3.5 Extension of Time

3.5.1 Notice of Extension of Time

The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONSULTANT's Services. If the CONSULTANT has been delayed in completing its Services through no fault or negligence of either the CONSULTANT or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this AGREEMENT, then the CONSULTANT shall promptly notify the COUNTY. At the COUNTY's sole discretion, and only upon the previous submittal to the COUNTY of evidence of the causes of the delay, the COUNTY may grant the CONSULTANT an extension of its Project schedule equal to the period the CONSULTANT was actually and necessarily delayed, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

3.5.2 Force Majeure

The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions (as defined by comparison to 10-year historical average), acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this AGREEMENT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this AGREEMENT.

3.6 County Project Manager

The COUNTY reserves the right to appoint a Project Manager for this Project. The Project Manager shall issue all written authorizations to the CONSULTANT that the Project may require, or that may otherwise be defined or referred to in this AGREEMENT. The Project Manager shall also:

- A. act as the COUNTY's agent with respect to the Services rendered hereunder;

- B. transmit instructions to and receive information from the CONSULTANT;
- C. communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services;
- D. determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder; and
- E. determine, initially, the merits of any allegation by the CONSULTANT respecting the COUNTY's non-performance of any Project obligation.

All determinations made by the Project Manager, as outlined above, shall be final and binding upon the CONSULTANT, but shall not be binding upon the CONSULTANT in regard to general appearances before or appeals to the COUNTY, or appearances before or appeals to a court of competent jurisdiction.

SECTION 4 PAYMENTS TO CONSULTANT

4.1 General

4.1.1 The COUNTY will pay the CONSULTANT for the Services as detailed in each of the CONSULTANT's invoices ("Invoices"), in accordance with the Contract and Section 218, Fla. Stat.

4.1.2 The CONSULTANT fully acknowledges and agrees that if at any time it performs Services which have not been fully negotiated, reduced to writing and formally executed by both the COUNTY and CONSULTANT, then the CONSULTANT shall perform such Services without liability to the COUNTY, and at the CONSULTANT's own risk.

4.2 Method of Payments by COUNTY

4.2.1 For Basic Scope of Services, CONSULTANT shall submit invoices in a form approved by the COUNTY.

4.3 Time of Payment

The COUNTY shall pay CONSULTANT for Services and expenses pursuant to Florida Statute after receipt of the CONSULTANT's invoice. Any portion of an invoice that is objected to or questioned by the COUNTY shall not be considered due for the purposes of this Section. To the extent the COUNTY does not pay CONSULTANT the total amount invoiced, the COUNTY shall provide the CONSULTANT a written explanation of the objection along with any amount paid on that invoice or in lieu of payment if the objection is to the entire amount invoiced.

4.4 Scope, Cost and Fee Adjustment

4.4.1 General

The COUNTY may at any time notify the CONSULTANT of requested changes to the Scope of Basic Services as set forth in Exhibit A to this AGREEMENT. The notification shall state the Scope modification and an adjustment of the cost estimate and fee specified in Exhibit B to reflect such modification. The CONSULTANT and the COUNTY understand that, unless the cost and fee adjustment is within a previously approved budget, any change to the Scope of Basic Services must be approved or

authorized by the COUNTY. Duties, responsibilities and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the COUNTY and the CONSULTANT.

4.4.2 Scope Reduction

The COUNTY shall have the sole right to reduce (or eliminate, in whole or in part) any portion of the Scope of Services for the overall Project at any time and for any reason, upon written notice to the CONSULTANT specifying the nature and extent of the reduction.

4.5 Final Payment

The acceptance by the CONSULTANT, its successors, or assigns, of any Final Payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the COUNTY from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the CONSULTANT, its successors, or assigns have or may have against the COUNTY under the provisions of this AGREEMENT. This Section does not affect any other portion of this AGREEMENT that extends obligations of the parties beyond Final Payment.

SECTION 5 CONSULTANT'S PROJECT TEAM

The CONSULTANT shall assign members of its staff as the CONSULTANT's Project Team, who shall collectively devote such working time and attention as may be reasonably required to ensure that the Services are properly, economically, and efficiently performed. The CONSULTANT shall indicate to the COUNTY the authority and powers that the CONSULTANT's Project Team shall possess during the life of the Project. The CONSULTANT agrees that the COUNTY shall have the right to approve the CONSULTANT's Project Team, and that the CONSULTANT shall not change any member of its Project Team without written notice to the COUNTY. Furthermore, if any member of the CONSULTANT's Project Team is removed from Project duties, or employment is otherwise terminated or curtailed by the CONSULTANT, or if the CONSULTANT's Project Team member terminates his employment with the CONSULTANT, then the CONSULTANT shall promptly replace its Project Team member with a person of comparable experience and expertise, who shall also be subject to the COUNTY's approval. The COUNTY covenants that its approval shall not be unreasonably withheld.

SECTION 6 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is and shall be an independent contractor in the performance of all work, services, and activities under this AGREEMENT and is not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than such power or authority that is specifically provided for in this AGREEMENT.

SECTION 7 CONFLICTS OF INTEREST

7.1 The CONSULTANT represents and warrants to the COUNTY that no officer, employee, or agent of the COUNTY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder. The CONSULTANT further represents and warrants to the COUNTY that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 bona fide Personnel working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this AGREEMENT. Further, the CONSULTANT also acknowledges that it has not agreed as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of any person, company, individual or firm in connection with carrying out this AGREEMENT. It is understood and agreed by the CONSULTANT that, upon the breach or violation of this Section, the COUNTY shall have the right to terminate the AGREEMENT without liability and at its sole discretion, and to deduct from the AGREEMENT price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the CONSULTANT.

7.2 The CONSULTANT represents that it presently has no interest, either direct or indirect, while performing the services required by this AGREEMENT, which would conflict in any manner with Florida Statutes. The CONSULTANT represents that no person having any such interest shall be employed during the term of this AGREEMENT, including any officer, employee or agent of the COUNTY.

7.3 The CONSULTANT represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the CONSULTANT's ability to perform the services required by this AGREEMENT. Further, the CONSULTANT represents and warrants that throughout the term of this AGREEMENT, it will not undertake any work that would create such a conflict in interest.

7.4 The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

SECTION 8 NO CONTINGENCY FEES

CONSULTANT warrants that it will not employ or retain any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, 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, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9 NOTICES

All notices under this Agreement shall be in writing and shall be (as elected by the person giving such notice) mailed solely by Certified Mail, Return Receipt Requested, Hand Delivery with Proof of Service, or by Overnight Courier to the COUNTY and CONSULTANT at the addresses listed on page one of this Agreement. Either party may change its address, for the purposes of this Section, by 30-day prior written notice to the other party given in accordance with the provisions of this Section.

SECTION 10 WAIVER OF CLAIM

The CONSULTANT and the COUNTY hereby mutually waive any claim against each other, their elected or appointed officials, agents, and employees, for any loss of anticipated profits caused by any suit or proceedings brought by any third party directly or indirectly attacking the validity of this AGREEMENT or any part thereof, or by any judgment or award in any suit or proceeding declaring this AGREEMENT null, void, or voidable, or delaying the same, or any part thereof, from being carried out.

SECTION 11 INDEMNIFICATION

11.1 Indemnification

CONSULTANT shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. CONSULTANT'S obligation under this provision shall not be limited in any way by the Firm Fixed Price, or CONSULTANT'S, or its Professionals', Subconsultants', or Subcontractors' limit of, or lack of, sufficient insurance. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law. The parties acknowledge that the duties and limits of indemnity coverage provided by the CONSULTANT herein are as set forth in §725.08, Fla. Stat. This Article shall survive the termination of this AGREEMENT and shall continue in full force and effect so long as the possibility of any liability claim or loss exists.

11.2 Repair of Damage

The CONSULTANT agrees to promptly repair, at its sole cost and expense and in a manner acceptable to the COUNTY, any damage caused by the CONSULTANT or any Specialty Consultant, or by any of their respective employees or agents, to COUNTY property, or to any improvements or property located thereon.

SECTION 12 INSURANCE

12.1 General.

The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, including tail coverage, and any other insurance necessary to fully protect CONSULTANT from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Specialty Consultants, or anyone for whose act or acts it may be liable:

- A. claims under Worker's Compensation, disability benefit, or other (similar) employee benefit acts;
- B. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- C. claims for damages for personal injury; and
- D. claims for damages because of injury to or destruction of tangible property, including the loss of property use resulting there from; and
- E. claims for professional liability/errors and omissions.

CONSULTANT shall furnish the COUNTY with Certificate(s) of Insurance signed by an authorized representative of the insurer evidencing the insurance so required. The Certificate(s) of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation, nonrenewal, or restriction of coverage.

12.2 Limits of Liability

The insurance required by this Section shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation:

- Worker's Compensation including Employer's Liability Insurance. (present Florida statutory limit)
- Employer's liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 per occurrence.
- Comprehensive General Liability Insurance. Commercial general liability coverage, including coverage for Personal & Advertising Injury, Products & Contractual Liability and Independent Contractors, with a minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Acord forms marked "Policy" or "Location" shall be considered non-compliant. Instead, check "Project" (meaning the "Contract") for the aggregate limit. No exclusion should apply for Fellow Employees, Cross Liability, or Insured vs. Insured on the policy. Certificate Holder must be listed as Additional Insured.

- Professional liability insurance at minimum limits of \$1,000,000.
- Business Automobile Insurance. This coverage should include all owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000. Liability Limits should be shown as “Primary”.

12.3 Insurance Administration

Insurance Certificates, evidencing all insurance coverage referred to in this Section, shall be filed (or be on file) with the COUNTY at least ten (10) calendar days before the final execution of this AGREEMENT. The Insurance Certificates shall be fully acceptable to COUNTY in both form and content, and shall provide and specify that the related insurance coverage shall not be cancelled (Coverage Change) without at least thirty (30) calendar days prior written notice having been given to the COUNTY. It is also understood and agreed that it is the CONSULTANT's sole burden and responsibility to coordinate activities between itself, the COUNTY, and the CONSULTANT's insurer(s) so that the Insurance Certificates are acceptable to and accepted by COUNTY within the time limits described in this Section.

12.4 COUNTY as Additional Insured

The COUNTY shall be listed as an additional insured on all insurance coverage required by this AGREEMENT, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this AGREEMENT shall memorialize that the CONSULTANT's, or the CONSULTANT's Specialty Consultant's, or all of these entities' (Primary Insured's) insurance, shall apply on a primary basis, and that any other insurance maintained by the COUNTY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance. Where the COUNTY has been named as an additional insured, the CONSULTANT shall include the provisions of this Section in its Specialty Consultant's contracts, and the Primary Insured's insurance shall contain a severability of interest provision stating that, except with respect to total limits of liability, all insurance shall apply separately to each Primary Insured or additional insured in the same manner as if separate policies had been issued to each. This Section does not increase the dollar amount of insurance for either per occurrence or aggregate coverage.

12.5 Notifications

The CONSULTANT acknowledges, understands, and agrees that it shall give prompt and prior written notice to the COUNTY that any insurance policy defined or contemplated in this Section has been invalidated because of the violation of any term or provision of any other insurance policy issued to the CONSULTANT.

12.6 Waiver of Subrogation

CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

SECTION 13 DISPUTE RESOLUTION

13.1 Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. Each party to the mediation shall pay the mediator's fee in equal shares.

13.2 Non-jury trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

13.3 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

SECTION 14 LICENSES

The CONSULTANT shall, during the life of this AGREEMENT, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described herein. The CONSULTANT shall also require all Specialty Consultants to comply by contract with the provisions of this Section.

SECTION 15 TERMINATION

15.1 Termination

15.1.1 Generally

This AGREEMENT may be terminated as follows:

- A. by the COUNTY, at its convenience pursuant to paragraph 15.2;
- B. by the COUNTY for CONSULTANT's failure to adequately perform the Agreement, pursuant to paragraph 15.3;
- C. by the mutual agreement of the parties; or
- D. as may otherwise be provided below.

In the event of the termination of this AGREEMENT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

15.2 Termination for COUNTY's Convenience

The COUNTY, by written notice, shall have the right to terminate and cancel this Agreement, without the CONSULTANT being at fault, for any cause or for its own convenience, and require the CONSULTANT to immediately stop work. In such event, the COUNTY shall pay the CONSULTANT for the work

actually performed. The COUNTY shall not be liable to the CONSULTANT for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

15.3 Termination for CONSULTANT's Failure to Perform

In addition to any other termination provisions that may be provided in this AGREEMENT, the COUNTY may terminate this AGREEMENT in whole or in part if the CONSULTANT makes a false Invoice or fails to perform any obligation under this AGREEMENT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONSULTANT of written demand from the COUNTY to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONSULTANT shall have such time as is reasonably necessary to remedy the failure, provided the CONSULTANT promptly takes and diligently pursues such actions as are necessary therefore.

15.4 Payment upon Termination

Upon termination of this AGREEMENT, the COUNTY shall pay the CONSULTANT for those Services actually rendered and contracted for under this AGREEMENT, and those reasonable and provable expenses required and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Where the AGREEMENT is terminated for cause by the COUNTY, such payment shall be reduced by an amount equal to any additional costs incurred by the COUNTY as a result of the termination.

15.5 Delivery of Materials Upon Termination

In the event of termination of this AGREEMENT by the COUNTY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the COUNTY, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Specialty Consultant, in rendering the Services described herein, and not previously furnished to the COUNTY by the CONSULTANT pursuant to this AGREEMENT. The Documents shall be the sole property of the COUNTY, and the COUNTY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Specialty Consultants agree in writing to be bound by the provisions of this Section.

SECTION 16 SUSPENSION

The COUNTY may, at any time and for any reason, direct the CONSULTANT to suspend work (in whole or in part) under this AGREEMENT. Such direction shall be in writing and shall specify the period during which Services shall be stopped. The CONSULTANT shall resume its Services upon the date specified or upon such other date as the COUNTY may thereafter specify in writing. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this AGREEMENT; provided, however, that any work stoppage not approved or caused by the actions or inactions of the COUNTY shall not give rise to any claim against the COUNTY by the CONSULTANT.

SECTION 17

MATERIALS, REUSE OF DOCUMENTS, AND CONFIDENTIALITY

The final work product of all such materials along with all formal CONSULTANT/COUNTY correspondence concerning the Project shall be the sole property of the COUNTY. All materials described above shall be retained by the CONSULTANT for the statutory period (§95.11 Fla. Stat., as it may be from time to time amended). Furthermore, the COUNTY may reuse them at no additional cost, and the COUNTY shall be vested with all rights of whatever kind and however created that may be in existence thereto; provided, however, that the CONSULTANT shall not be liable or legally responsible to anyone for the COUNTY's reuse of any such materials on any other COUNTY Project and that the COUNTY timely notified the CONSULTANT of such potential liability.

SECTION 18

MISCELLANEOUS PROVISIONS

18.1 Local, State and Federal Obligations

18.1.1 No Discrimination

The CONSULTANT, for itself, its delegates, successors interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that: 1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this AGREEMENT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Section, the COUNTY shall have the right to terminate this AGREEMENT, without liability, as set forth in Section 15 of this AGREEMENT, and such right shall not be exercised unreasonably.

18.1.2 Compliance with Law

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders, codes, mandatory guidelines, and mandatory directions, including §287.055, Fla. Stat., and §553.70 et. seq., Fla. Stat., which may pertain or apply to the Services that may be rendered pursuant to this AGREEMENT, or to the wages paid by the CONSULTANT to its employees. The CONSULTANT shall also require, by contract, that all Specialty Consultants shall comply with the provisions of this Section.

18.1.3 Compliance with New Regulations

The CONSULTANT agrees that at such time as the local, state, or federal agencies modify their grant procedures in order for the COUNTY or the CONSULTANT to qualify for local, state, or federal funding for the Services rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with

applicable local, state, or federal laws and regulations governing the grant of such funds for Services to be rendered herein, then the COUNTY shall have the right, by written notice to the CONSULTANT, to terminate this AGREEMENT without liability, as outlined in Section 15, above. Furthermore, if the CONSULTANT's compliance with such laws, regulations, rules, or procedures causes a material change to a term or condition of this AGREEMENT, then the COUNTY agrees, upon sufficient proof of material changes as may be presented to it by the CONSULTANT, to amend this AGREEMENT.

18.2 CONSULTANT Not Agent of County

The CONSULTANT is not authorized to act as the COUNTY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the COUNTY hereunder, either in CONSULTANT's relations with Specialty Consultants, or in any other manner whatsoever except as elsewhere provided for in this AGREEMENT.

18.3 Specialty Consultants

18.3.1 General

The CONSULTANT shall have the right, conditioned upon the COUNTY's prior consent (which shall not be unreasonably withheld), to employ or use (whether or not for compensation or consideration of any nature whatsoever) other firms, consultants, contractors, subcontractors, and so forth (Specialty Consultants); provided, however, that the CONSULTANT shall: 1) inform the COUNTY as to the nature of particular Services for which the Specialty Consultants shall be employed; 2) inform the COUNTY as to the extent (what percentage) of the total Project Services each Specialty Consultant shall be employed to do; 3) be solely responsible for the performance of all of the CONSULTANT's Specialty Consultants, including but not limited to maintenance of schedules, correlation of Services, and the resolution of all differences between or among them; 4) promptly terminate the use and services of any Specialty Consultants upon written request from the COUNTY (which may be made for the COUNTY's convenience); and 5) promptly replace each such terminated Specialty Consultant with a Specialty Consultant of comparable experience and expertise and who are otherwise acceptable to the COUNTY. After the Specialty Consultant has received notice of the termination, or two (2) business days after the COUNTY has notified the CONSULTANT in writing of the required termination of the Specialty Consultant whichever shall occur first, the COUNTY shall have no obligation to reimburse the CONSULTANT for the Services subsequent to the notice of termination of any Specialty Consultant who may be terminated pursuant to the provision of this Section. It is also understood that the COUNTY does not, by accepting a Specialty Consultant, warrant or guarantee the reliability or effectiveness of that entity's Services.

18.3.2 Work Outside Scope and Time of Payment

The COUNTY shall have no obligation to reimburse the CONSULTANT for the services of any Specialty Consultant that may be in addition to the Services, or for those Specialty Consultant Services not previously made known to the COUNTY, or that are otherwise outside of the Scope of the Project unless and until the COUNTY has given written approval of such reimbursement. CONSULTANT agrees to pay all such Specialty Consultants for their Project related Services within thirty (30) calendar days after the CONSULTANT's receipt of payment, from the COUNTY for work performed by the Specialty Consultants, unless such payment is disputed by the CONSULTANT, and the COUNTY receives written notice thereof.

18.3.3 Specialty Consultant Contracts

The CONSULTANT shall provide a copy of all relevant provisions of this AGREEMENT to all Specialty Consultants hired by it, or for which it may have management responsibilities and shall inform all Specialty Consultants that all Services performed hereunder shall strictly comply with the AGREEMENT terms and provisions. The CONSULTANT shall also furnish the COUNTY, upon demand, with a copy of all CONSULTANT Specialty Consultant contracts. The COUNTY agrees that it shall not demand that the CONSULTANT hire a particular Specialty Consultant for the Project.

18.4 Assignment and Delegation

The COUNTY and the CONSULTANT bind themselves and their respective partners, successors, executors, administrators, and assigns, to the other party of this AGREEMENT in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this AGREEMENT; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or either or both of these things, under this AGREEMENT without the prior written consent of the COUNTY. The COUNTY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the COUNTY's consent, then the COUNTY may terminate this AGREEMENT as a breach of contract by the CONSULTANT and a failure by the CONSULTANT to substantially perform its obligations hereunder, and any such assignment shall be null, void, and of no legal effect whatsoever. The COUNTY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this AGREEMENT. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY or the CONSULTANT.

18.5 Audits

18.5.1 Periodic Auditing of CONSULTANT's Books

The Consultant's financial and accounting records ("Books") specific to this AGREEMENT may (but need not) be kept separate and apart from the CONSULTANT's other Books; but the COUNTY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books related to business conducted under this AGREEMENT for the COUNTY, for the purpose of verifying the accuracy of any Invoice or Completion Report and to ensure payment to subconsultants or vendors of the CONSULTANT. In addition, upon request of the COUNTY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the COUNTY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, and the total amount of money paid by the COUNTY to the CONSULTANT related to business conducted under this AGREEMENT. The audit shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

18.5.2 Retention of Books

The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or such longer time if

required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

18.5.3 Overpayment

In the event any audit or inspection conducted after final payment, but within the period provided in Section 15 above, reveals any overpayment to the CONSULTANT by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

18.6 Availability of Funds

The obligations of the COUNTY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Martin County.

18.7 Pledge of Credit

The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

18.8 Public Records

18.8.1 The CONSULTANT shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONSULTANT shall:

- a. Keep and maintain public records required by the County to perform the Agreement.
- b. Upon request from the County's custodian of public records, provide the County 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.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the Agreement. If the CONSULTANT transfers all public records to the County upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

18.8.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

18.8.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

18.9 Federal and State Taxes

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONSULTANT shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this AGREEMENT.

18.10 Governing Law; Venue

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation pursuant to Article 13 above.

The validity, interpretation, construction, and effect of this AGREEMENT shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

18.11 Remedies, Attorneys' Fees and Costs

All remedies provided in this AGREEMENT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. If any legal action or other proceeding is brought for the enforcement of this AGREEMENT or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this AGREEMENT, each party shall bear its own costs and attorney's fees.

18.12 Entire Agreement

This AGREEMENT, including the Exhibits hereto and bid package, constitutes the entire AGREEMENT between the parties, and shall supersede and replace all prior or contemporaneous negotiations, correspondence, conversations, agreements or understandings, written or oral, relating to the matters set forth therein, and that specifically related to the execution of this particular document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

18.13 Amendment

This AGREEMENT may be amended or modified only by a writing of import equal to this AGREEMENT, and as duly authorized and executed by the parties.

18.14 Severability

If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this AGREEMENT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law. In the event any provision hereof or be determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this AGREEMENT, which shall remain in full force and effect. To that extent, this AGREEMENT is deemed severable.

18.15 Headings

The headings of the Sections of this AGREEMENT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections.

18.16 Construction

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this AGREEMENT was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this AGREEMENT.

18.17 E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- (i) If CONSULTANT enters into a contract with a subconsultant, the subconsultant must provide CONSULTANT with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- (ii) The COUNTY, CONSULTANT, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.
- (iii) The COUNTY, upon good faith belief that a subconsultant knowingly violated the provisions of this subsection, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT and order CONSULTANT to immediately terminate the contract with the subconsultant.
- (iv) A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.

- (v) *Subcontracts.* CONSULTANT or subconsultant shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this subsection.

IN WITNESS WHEREOF, this AGREEMENT has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

REVIEWED BY


Samuel T. Amerson, P.E.
Utilities & Solid Waste Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**


Don G. Donaldson, P.E.
Deputy County Administrator

**RAFTELIS FINANCIAL CONSULTANTS,
INC.**


Robert J. Ori
Executive Vice President

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**


Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Martin County solicited proposals from qualified and experienced firms to provide assistance in water, wastewater, solid waste and other rate advisory financial services. The selected firm will be expected to perform upon the issuance of periodic task orders for such services as assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, as well as other tasks as may be deemed necessary by the County.

Tasks may include, but will not be limited to:

- Review and redesign as considered necessary based on cost of services and recovery principals, the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, fees for general services, including but not limited to; fire service, parks and recreation, planning, zoning and building, and other charges.
- Prepare statistics and projections of potable water, wastewater, solid waste, stormwater and other programs including number of customers and usage and generation rate, for planning and rate evaluation services.
- Separately project annual revenue requirements for the potable water, wastewater, solid waste, stormwater and other programs, for planning and rate evaluation services.
- Review and design as considered necessary, appropriate fees for other miscellaneous services as provided by water and wastewater utility systems.
- Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.
- Review operations of the water and wastewater utility, solid waste and stormwater systems to determine if additional services, charges and revenue enhancements are appropriate.
- Perform financial sensitivity analyses on utility operations taking into account such factors as capital program implementation, regulatory changes and other such issues that may cause a need to review financial operations.
- Review the prevailing connection (capital facility) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.
- Review operations and performance by the County's Utilities and Solid Waste Department.
- Perform financial due diligence activities related to the acquisition of utility and solid waste systems or service areas.

- Provide assistance in development of utility and solid waste contracts including, but not limited to, rate ordinances and resolutions, bulk service agreements, franchise agreements, acquisition contracts, extension and development agreements, reclaimed water usage agreements, and inter-local agreements between the County and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of economic analyses required for evaluation.
- Provide assistance in strategic planning activities.
- Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, Florida State Revolving Fund Loan and others.
- Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.
- Assistance to the County in providing privatization and managed competition activities and cost evaluations.
- Compile accounting and financial data to be used in the periodic bond rating agencies surveillance of Martin County and the Utilities Department. Prepare summary tables organized in a manner similar to Fitch Analytical Sensitivity Tool (FAST) and/or analytical models used by other rating agencies.
- Preparation of financial feasibility reports in support of the issuance of revenue bonds, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

MINIMUM QUALIFICATIONS

1. Proposer must have performed similar services for the past (5) five years of the scope and nature required by this RFP.
2. The proposer must have sufficient staff and computer technology ability to handle the proposed workload described herein in a timely manner.
3. If sub-contractor service is proposed, verification of qualifications shall be submitted with proposal.

Total Cost

Hourly Fee Schedule of Labor Billing

Rates: Hourly rates used for the consulting services provided by Raftelis shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

A schedule of Raftelis' initial standard hourly billing rates by job classification to be in effect for the duration of the project is as follows:

Project Team Member / Job Classification	Direct Hourly Rate [1]
Chief Executive Officer / Executive Vice President	\$250
Vice President / Principal Consultant	\$240
Senior Manager/Director of Data Services	\$230
Manager	\$220
Senior Consultant	\$210
Consultant	\$200
Senior Associate	\$180
Associate	\$150
Senior Rate Analyst	\$125
Rate Analyst	\$100
Analyst	\$80
Assistant Analyst	\$65
Creative Services	\$125
Clerical and Administration	\$70

[1] Direct labor hourly rates effective twelve months after the date of execution of an agreement between the County and Raftelis; rates may be adjusted by not more than the net percentage change in the Consumer Price index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter. Any change in direct hourly rates must be approved by the County prior to implementation.

Standard Cost Rates: Nominal fee rates apply when additional expenses are incurred during performance of work. A schedule of Raftelis' standard expense rates is as follows:

Expense Description	Standard Cost Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (black and white) (in-house)	\$0.05 per page
Reproduction (color) (in-house)	\$0.25 per page
Reproduction (contracted)	Actual Cost
Computer Time	\$0.00 per hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals [2]	Not to Exceed per Raftelis Employee per County Reimbursement Policy
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

[2] Standard cost rates will be based on the County reimbursement policy or Florida Statute Section 112.061, as appropriate, during the billing period referenced on the invoices for services.

Raftelis typically bills for our services on an hourly, not-to-exceed contract maximum basis as opposed to a lump sum amount. Thus, it has been our practice that, to the extent that the actual services performed by Raftelis are less than each work authorization amount, then the County would not be billed for the outstanding balance, absent any request for additional services that the County may need.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Task Order Approval		
Requested Action		
Recommend to approve the HALFF Civil Engineering Task Order to evaluate all city maintained roads and establish a condition rating.		
Staff Report		
HALFF Civil Engineering (HALFF), is one of seven engineering firms who are on the City's on-call civil engineer services contract. The Public Services Department approached HALFF to obtain a proposal to utilize a sub-consultant to perform the task of evaluating the condition of all the City's maintained roads. Once the condition of the roads has been evaluated, all of the roads will be given a condition rating. This condition rating data is what the Public Services Department utilizes to decide what improvement activities such as crack sealing, micro-surfacing and resurfacing are needed to keep the city roads in good condition. The last evaluation of the city roads occurred in 2015. Best Management Practices (BMP) suggests evaluations be done every five to seven years depending on what region of the country the roads are located.		
Additional Analysis		
Fiscal Impact Summary		
The funding for this is included in the current infrastructure fund budget as part of the annual road resurfacing in the amount of \$66,800		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$66,800	12541-54603 Repair & Maintenance Roads	\$325,000
Exhibits Attached (copies of original agreements)		
1. HALFF CIVIL ENG PAVEMENT CONDITION SURVEY	HALFF CIVIL ENG PAVEMENT CONDITION SURVEY.pdf	



VIA EMAIL jmaiworm@clermontfl.org

December 10, 2021

James Maiworm
Assistant Director Public Services
City of Clermont
3335 Hancock Road
Clermont, FL 34711

**RE: AGREEMENT/PROPOSAL FOR PAVEMENT CONDITION SURVEY AND ASSETS,
CLERMONT, FLORIDA, LAKE COUNTY (HALFF 043826.244)**

Dear Mr. Maiworm:

Please find enclosed our proposal for services necessary to complete the above referenced project as requested. Please be sure to initial, date, and complete the Client Information Form for billing purposes and return to our office.

We look forward to working with you on this project. Should you have any questions with regards to this matter, please feel free to contact our office at 352-343-8481.

Sincerely,

HALFF

A handwritten signature in blue ink, appearing to be "DKB", written over a horizontal line.

Duane K. Booth, P.E.
Operations Manager, VP
dbooth@halff.com

DKB:am

Enclosures



VIA EMAIL jmaiworm@clermontfl.org

December 10, 2021

James Maiworm
Assistant Director Public Services
City of Clermont
3335 Hancock Road
Clermont, FL 34711

RE: AGREEMENT/PROPOSAL FOR PAVEMENT CONDITION SURVEY, CLERMONT, FLORIDA, LAKE COUNTY (HALFF 043826.244)

Dear Mr. Maiworm:

Scope of Services – Halff Associates, Inc.

Introduction

Halff Associates, Inc. is pleased to present this Scope of Services to the City of Clermont for services related to the above project. Services will include the following Phases.

See attached proposal prepared by Transmap Corporation dated November 29, 2021.

PHASE 100 PAVEMENT CONDITION SURVEY (TRANSMAP CORPORATION)

Task	Description	Comments	Units	Price	Total
1.0	Field Data Collection (units = centerline miles)	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with Ladybug5 HD solution. Ground-based LIDAR (100% roadway coverage)	101	\$108.99	\$11,007.99
1.1	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer. Delivery of Crack Map orthophotography and City-wide rutting (All Through Lanes)	1	\$3,495.00	\$3,495.00
1.2	Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER	15	\$109.00	\$1,635.00
1.3	ASTM D6433 Compliant Network Level Pavement Condition Index (PCI) Rating - (units = management sections)	Detailed surface distress analysis - Transmap uses ASTM D6433 network level analysis - Crack Map 3D approach - Pavement width Included	1,013	\$6.47	\$6,554.11
1.4	GIS Integration - Limited Work History (units = hours)	Transmap will link all PCI data to the City's centerline file. - Transmap performs work history updates in MicroPAVER for all of our clients. - Our team has been trained by the official APWA MicroPAVER trainer. - If any other GIS work is needed to be done, the hours can be purchased.	16	\$109.00	\$1,744.00
1.5	MicroPAVER Load (units = lump sum)	Formatting distress data and centerline file for mass load into MicroPAVER using scripts	1	\$2,250.00	\$2,250.00
1.6	Pavement Management Practice Definition "Boot Camp" (price is lump sum)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans	1	\$3,500.00	\$3,500.00

1.7	Reporting (units = hours)	Transmap will put together written/tabular and GIS map data to support traditional preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity	44	\$137.00	\$6,028.00
1.8	Transmap Project Management (units = hours)	Standard project management includes staff allocation, project tracking web site, phone calls, overall project coordination and updates	43	\$109.00	\$4,687.00

FEE: \$40,901.10

PHASE 200 REQUESTED ASSETS (TRANSMAP CORPORATION)

Task	Description	Comments	Miles	Price	Total
2.0	Signs (units = centerline miles) Rates based on standard attributes	Standard attributes include; street name, unique ID, unique ID (street centerline), MUTCD code, daytime condition, post type, facing direction, flashers (yes, no)	101	\$76.50	\$7,726.50
2.1	Sidewalks /Curbs/ADA Ramps (units = centerline miles) Rates based on standard attributes	Standard attributes include; street name, unique ID, unique ID (street centerline), type (concrete, paver, etc) - Curb Type - ADA (truncated dome, color)	101	\$68.50	\$6,918.50
2.2	Crosswalks/Markings/Striping (units = centerline miles) Rates based on standard attributes	Standard attributes include; street name, unique ID, unique ID (street centerline), type, Good Poor condition	101	\$35.50	\$3,585.50
2.3	GIS Integration (units = hours)	Transmap will link all collected assets to the City centerline unique ID and road name.	20	\$109.00	\$2,180.00
2.4	Project Management (units = hours)	Standard project management includes managing the personnel assigned to the project, monthly project updates, and phone support throughout project.	21	\$109.00	\$2,289.00

FEE: \$22,699.50

PHASE 300 CONTRACT MANAGEMENT (HALFF)

Halff is contracting with Transmap Corporation for the requested services to assist the City of Clermont with Pavement Conditions Survey and Asset management and will be performing contract management services.

FEE: \$3,200.00

Standard Hourly Rate Schedule

Engineers

Principal/Officer -- Professional Engineer	\$250.00
Senior Professional Engineer	\$220.00
Professional Engineer	\$175.00
Project Manager	\$145.00
Engineer Intern	\$100.00

Technicians

Senior Technician	\$125.00
Design Technician	\$85.00

GIS

Principal Officer -- Senior Spatial Analyst	\$165.00
Senior Spatial Analyst	\$135.00
Spatial Analyst	\$100.00
GIS Specialist	\$60.00

Landscape Architects

Principal/Officer -- Professional Landscape Architect	\$200.00
Senior Professional Landscape Architect	\$175.00
Project Manager Landscape Architect	\$130.00
Professional Landscape Architect	\$110.00
Senior Landscape Designer	\$110.00
Landscape Designer	\$80.00

Planners

Principal/Officer -- Land Planner	\$225.00
Senior Planner	\$150.00
Professional Planner	\$110.00
Project Planner	\$85.00

Environmental Scientists

Senior Environmental Scientist	\$200.00
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Inspection and Plans Review

Licensed Plans Examiner, Residential and/or Commercial	\$85.00
Inspection Services Residential and/or Commercial	\$85.00

Survey

Survey Department Manager -- P.S.M.	\$175.00
Professional Surveyor -- P.S.M.	\$150.00
2 Man Field Crew	\$155.00
3 Man Field Crew	\$175.00
4 Man Field Crew	\$190.00
Senior Survey Technician	\$105.00
Survey Technician	\$85.00

Administration

Project Technician	\$75.00
Administrative Assistant	\$75.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps/GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Travel (lodging, rental car, per diem)
Miscellaneous Services	

CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

BILLING CONTACT NAME & TITLE: _____

BILLING CONTACT EMAIL: _____

BILLING CONTACT PHONE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT

PROPERTY? YES: _____ NO: _____

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? _____

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____

DATE: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Bid Award and Budget Amendment		
Requested Action		
Requesting approval of bid award and contract between the City of Clermont and Westbrook Service Corporation for replacement of two (2) HVAC units at City Hall Council Chambers, installation of ionization bars to five (5) units and annual maintenance to five (5) units. A budget amendment in the amount of \$3,575 is being requested to the Infrastructure Fund.		
Staff Report		
The Procurement Services Department and the Public Services Department recommend approval of the above action. The Procurement Services Department issued a Request for Bid (RFB) number 22-009 to acquire a qualified company to furnish and install two (2) HVAC units, install ionization bars to five (5) HVAC units, and provide annual maintenance to five (5) units. The RFB was fully competed, advertised, and complies with the City of Clermont Procurement Services Policy. There were three (3) responses to the RFB. The work involves replacing two (2) HVAC units (5 Ton and 15 Ton) at City Hall Council Chambers, 1st floor. Install ionization bars to five (5)HVAC units and conduct a maintenance/management program which includes inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained HVAC system. Award is being recommended to the low responsive and responsible bidder Westbrook Service Corporation at the total amount of \$52,973 who complied with all terms, conditions, and specifications stated in the RFB. The current capital budget is \$27,000. The cost to replace the two A/C units is \$30,575. The difference in price is \$3,575. A budget amendment in the amount of \$3,575 from the Infrastructure Income Tax Reserves fund is being requested.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved capital budget does not have funds for this project. A budget amendment to the Infrastructure Income Tax Reserves in the amount of \$3,575 is recommended.		
Account No.	Budget	Actual Price
12519-66300	\$27,000	30,575
18519-66300-21800	\$22,500	20,988
10549-53418-19103	\$3,473	\$1,400
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	RFB 22-009 Response Tabulation	RFB 22-009 Response Tabulation.pdf
2.	RFB 22-009 Award Recommendation	RFB 22-009 Award Recommendation.pdf

3. Exhibit A

Exhibit A.pdf



RESPONSE TABULATION

RFB 22-009, REPLACEMENT OF EXISTING HVAC UNITS AND ANNUAL MAINTENANCE
DUE DATE/TIME: JANUARY 6, 2022 AT 2:00 P.M. (EST)

COMPANY NAME	ADDN. 1	ADDN. 2	TOTAL PRICE
Westbrook Service Corporation – Orlando, FL	N	N	\$52,973.00
Air Mechanical and Service Corporation – Casselberry, FL	Y	N	\$77,668.00
Anchor Mechanical, Inc. – Lake Worth, FL	Y	Y	\$122,060.00

*Addenda was not a mandatory submittal with bid response.



FREDDY L. SUAREZ
Procurement Services Director
Procurement Services Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION

JANUARY 11, 2022

RFB 22-009 REPLACEMENT OF EXISTING HVAC UNITS AND ANNUAL MAINTENANCE

Based on the results of the bid submittals, the Procurement Services Department is recommending award to the low responsive and responsible bidder, Westbrook Service Corporation, in the lump sum price of \$52,973.00.

EXHIBIT "A"

City of Clermont

Bid 22-009

**SECTION – C
PRICE SCHEDULE**

NOTE: By signing this form, the respondent fully acknowledges that there will be no additional compensation (no overhead, no anticipated profits, etc.) other than the unit price of the items times the number of items authorized, ordered, placed, and accepted by the City.

L.N.	Description	Qty. / Unit	Unit Price
1	Furnish & Install 5 Ton HVAC Unit	1 /ea.	\$ 8,587.00
2	Furnish & Install 15 Ton HVAC Unit	1 / ea.	\$ 21,988.00
3	Install of Ionization Bar on Five (5) Units	1 / sum	\$ 20,998.00
4	Annual Maintenance to Five (5) Units.	1 / year	\$ 1,400.00
Total Price			\$ 52,973.00

Contractor's Days to Final Completion on Installation of HVAC Units and Ionization Bars:

110 Calendar Days. Not to Exceed: One-Hundred Twenty (120) Calendar

Days from Issuance of Purchase Order or Notice To Proceed.

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature	
Company Name (print):	WESTBROOK SERVICE CORPORATION
Street Address:	1411 S ORANGE BLISSOM TR ORLANDO, FL 32805
Mailing Address (if different):	
Telephone:	407 841 3310
Fax:	407 422 8903
Email:	SROB2502@WESTBROOKFL.COM
Payment Terms:	0 % days, net 30
FEIN:	59 - 2924 / 66
Professional License No.:	CMC 1249312
Signature:	[Signature]
Date:	1.4.22
Print Name:	STEPHEN ROBINSON II
Title:	ACCOUNT EXECUTIVE
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No	

END OF SECTION – C

RFB No: 22-009
Page 23 of 38

SECTION – B
STATEMENT OF WORK

The City of Clermont is accepting bids from qualified respondents to replace two (2) existing heating, ventilation, and air conditioning (HVAC) units (5 Ton and 15 Ton) at City Hall, 1st Floor. HVAC units must be new with a full manufacturer's warranty on all components. City Hall address is 685 W. Montrose Street, Clermont. The work includes the installation of ionization bars to five (5) HVAC units, and a maintenance/management program including inspection, preventative maintenance, repair, programming and other tasks and services necessary to insure safe, well maintained HVAC system.

All work must be done during normal business hours defined as Monday through Friday, 8am to 5pm.

All deliveries must be coordinated with the City's designated Project Manager prior to delivery of the equipment. Delivery must take place between the hours of 8:00am to 4:00pm, Monday to Friday, except for City observed holidays. Deliveries made without prior authorization of the City's Project Manager will not be accepted.

All HVAC units must be F.O.B. Destination, Clermont City Hall, 685 W. Montrose Street, Clermont, FL 34711. All shipping, handling and delivery charges must be included in the Unit Price (see Section C).

1 – STANDARDS AND SPEFICIATIONS

Both HVAC units must meet the following technical requirements and process:

- a. Must support and interface with City wide centralized Niagara 4 controls.
- b. Provide necessary hardware for integration to standardized City Niagara 4 management.
- c. Program system for readiness to interface to Niagara 4 controls.
- d. Must support city standard ionization system integration and format.
- e. Leverage all existing sensors, pressure switches and relays into new systems so existing controls can communicate with new equipment.
- f. Recover refrigerant and dispose of according to EPA guidelines.
- g. Disconnect electrical, piping and ductwork from existing equipment.
- h. Remove existing equipment and set new equipment in same location.
- i. Add new plywood top on air handler platform.
- j. Inspect insulation inside plenum and repair/replace as needed.

SECTION – B
STATEMENT OF WORK

- k. Add new pre-cast pads for outdoor units to meet code height.
- l. Flush existing refrigerant lines to prepare for use with new refrigerant.
- m. Connect existing electrical, piping and ductwork to new equipment.
- n. Pressure test system before evacuating to 500 microns.
- o. Install existing sensors, pressure switches and relays back into systems so existing controls can communicate with new equipment.
- p. Startup system per manufacturer specifications and check for proper operation.
- q. Clean up all debris and remove from site.

2 – ADDITIONAL SERVICES

Furnish and install ionization bars on each of the systems below at City Hall

- 1st Floor main unit
- 2nd Floor main unit
- 3rd Floor main unit
- Chambers unit 1
- Chambers unit 2

Task to include:

- a. Shut off power to unit intermittently as needed.
- b. Open unit and mount ionization bar(s) to inside of unit.
- c. Install step down transformer from 460 volts to ionization bar voltage.
- d. Connect power to purifier with fuses to isolate purifier.
- e. Apply power and verify purifier is operational.
- f. Close up unit and clean up any debris.
- g. Process will be the same for all five (5) units. 1st, 2nd & 3rd floors as well as new HVAC units going into Council Chambers.
- h. Clean up all debris and remove from site.

SECTION – B

STATEMENT OF WORK

3 – WARRANTY

HVAC units to include at a minimum:

- a. One (1) year warrant on materials and workmanship
- b. Five (5) year warranty on compressor provided by manufacturer.

4 – REQUIREMENTS

- Successful respondent must show evidence of having served municipal customers.
- Successful respondent must hold current a C10 and C20 licenses and provide proof with bid response.
- Successful respondent must have a full-time journeymen-level mechanical personnel and factory-trained automation specialist. Provide proof with bid response.
- Successful respondent must be willing to implement measures to remotely access Niagara 4 HVAC control system as needed for emergency service.
- Service Automation specialist must demonstrate familiarity with a variety of generic HVAC control systems.
- Successful respondent must provide MSDS sheets to City in a complete “Right To Know” binder for all products used. City will determine location of “Right To Know” books.

5 – SERVICES TO BE PROVIDED

Successful respondent must retain professional personnel who have successfully and competently provided municipal facility HVAC systems, service and repair services on projects of similar scope and complexity. It is the successful respondent responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City’s Project Manager, all aspects of HVAC systems in City defined facilities. Routine preventative maintenance is defined as schedule routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs must be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations.

It is the successful respondent responsibility to provide an appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to support all facility HVAC maintenance functions during business hours and for prompt response after normal business hours. Services must be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements.

SECTION – B STATEMENT OF WORK

6 – SUPPLEMENTAL COVERAGE

Successful respondent must possess the ability to repair or replace failed or worn moving parts such as bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches. Prior to beginning any repair or replacement, the successful respondent must troubleshoot the system to diagnose the system's problems. In the event the City incurs extra charges related to serviceable items, all materials and labor quote must be provided to the City's designated Project Manager for review and approval. Successful respondent must itemize the equipment list covered under repair or replaceable non-moving parts such as refrigerant/water tubes, non-manufactured or produced products, and environmentally hazardous materials to name few.

7 – HVAC MAINTENANCE STAFFING LEVELS AND LOCATIONS

Successful respondent is responsible for a staffing level that will provide a high level of customer service, program support, HVAC maintenance and repair for all equipment. Staffing levels should include certified staff to complete maintenance and repair of HVAC systems, air handlers, pneumatic systems, and a variety of package HVAC units. Additionally, service levels must provide the ability to respond immediately to situations involving the health and safety of employees and the public. Routine repairs, service requests or other non-urgent tasks must be completed by journey level staff within one (1) eight-hour work day, from the date of the automated request or assignment by the City's Project Manager.

All journey level staff must be proficient in the following trades:

- Package HVAC units.
- Mechanical, electronic aspects of HVAC systems.
- Multi zone air handling systems.
- A comprehensive understanding of HVAC Niagara 4 control system.

HVAC System Locations:

City Hall Council Chambers Front Room – 685 W. Montrose Street, Clermont.

City Hall Council Chambers Rear Room – 685 W. Montrose Street, Clermont.

City Hall 1st Floor – 685 W. Montrose Street, Clermont

City Hall 2nd Floor – 685 W. Montrose Street, Clermont

City Hall 3rd Floor – 685 W. Montrose Street, Clermont

SECTION – B

STATEMENT OF WORK

Existing HVAC Equipment List:

City Hall Council Chambers Front Room – AHV /Condensor, Trane, 15 Tons, Split
City Hall Council Chambers Rear Room – AHV w/Condensor, Trane, 5 Tons, Split
City Hall 1st Floor Mechanical Room – AHV w/Condensor, Trane, 30 Tons, Split
City Hall 2nd Floor Mechanical Room – AHV w/Condensor, Trane, 40 Tons, Split
City Hall 3rd Floor Mechanical Room – AHV w/Condensor, Trane, 40 Tons, Split

Provide a list of individual(s) who will be conducting the scheduled maintenance as described in this solicitation and indicate the functions that each will perform. Include a resume or summary of experience and qualifications for each designated individual. If the successful respondent chooses to assign different personnel, the individual(s) resume or summary of experience and qualifications must be submitted to the City's Project Manager for approval prior to conducting any work on City property.

8 – EMERGENCY CALL OUT SERVICE

Successful respondent must provide twenty-four (24) hour emergency service as needed in all aspects of HVAC emergency repair for the City facilities included in this solicitation. Emergency call out hours are defined as Monday through Friday, 5:00pm to 6:00am and twenty-four (24) hours each day on weekends and Holidays. Contractor must have working personnel on-site within two (2) hours of the call-out, or respond by telephone to the City's Project Manager within thirty (30) minutes if the problem is capable of being corrected remotely.

9 – HVAC MAINTENANCE AND MONITORING

Successful respondent must have the ability to respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at City facilities provided in this solicitation.

Successful respondent must inspect all HVAC systems at least twice each year, with seasonal start-up and run inspections performed and documented.

Successful respondent must provide oversight and documentation of Seasonal Preventive Maintenance on all HVAC systems provided in this solicitation and provide the data to City's Project Manager at time of turn-up

Successful respondent must inspect all manufacturer support structures and provide documentation of maintenance and repair to the City's Project Manager.

SECTION – B

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Successful respondent must inspect all moving parts or components, investigate noises: belts; bearings; drives; and fans, and lubricate and adjust as recommended per manufacturer's specifications.

Successful respondent must perform air-handling unit maintenance which includes, but is not limited to, all services recommended by the manufacturer; replacing air filters at least quarterly.

10 – ANNUAL MAINTENANCE

Successful respondent must perform scheduled annual preventative maintenance in accordance with a program of standard routines as determined by respondent experience and past performance, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. This service is designed to optimize the reliability and efficiency of the equipment, extend the useful life of the City's equipment, and provide proactive indications of excessive wear and damage to HVAC systems before catastrophic failure occurs. Successful respondent must also provide recommendations for additional service(s) that will better enhance equipment performance. The equipment included under this service is provided on Section B.7 of this solicitation.

11 – HVAC AIR FILTER CHANGING SERVICE

This service will maintain indoor air quality by changing filters on a quarterly basis and minimizing dust and particles from collecting on ductwork. This service will insure proper flow through cooling and heating coils, therefore preventing restrictions in airflow. The equipment included under this service is provided on Section B.7 of this solicitation. In the event the air filter material or cleaning requires different frequencies than indicated, recommendations must be made to the City's Project Manager for adjustment and associated price.

12 – AIR COLLED CONDENSER COIL CLEANING

This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of the outside environment and coil accessibility. The equipment included under this service is provided on Section B.7 of this solicitation.

SECTION – B STATEMENT OF WORK

13 – EVAPORATOR COIL AND IONIZER CLEANING

Successful respondent will be responsible for cleaning the air handling unit, evaporator coil, as well as ionizers in order to help improve air circulation in the air distribution system. Coils and ionizers will be cleaned at a time that is mutually agreeable between the proposer and the City's Project Manager. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the coil. Coils will be cleaned using a vacuum cleaner and other devices that allow the proper cleaning of the coil. The equipment included under this service is provided on Section B.7 of this solicitation.

14 – OPERATING INSPECTION HEATING/COOLING

Successful respondent will provide this service to assure that mechanical equipment continues to operate efficiently with little operating disruptions during the operating season. Successful respondent will provide routine inspection(s) to check system performance in accordance with a program of standard routines as determined by our experience, the equipment manufacturer's published recommendations, equipment application, and location. A detailed list of the tasks included with this service is provided in the section below titled Equipment Tasking. This service will focus on equipment operation, fluid levels, operating and safety controls, and safe equipment operation. The equipment included under this service is provided on Section B.7 of this solicitation.

15 – EQUIPMENT TASKING

The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operation condition so that the equipment operates effectively, reliably and efficiently.

Package, Heat Electric Cool

1. Preventive maintenance.
2. Change filter quarterly on a minimum basis. Increase as necessary.
3. Check unit voltage and record.
4. Lubricate motors as required.
5. Check and adjust dampers for localized heating.
6. Check for proper heating at source.
7. Record discharge temperature, heating and cooling modes.
8. Record return air temperature.
9. Check and adjust operating and safety controls.

SECTION – B STATEMENT OF WORK

Air Handler

1. Perform maintenance quarterly.
2. Lockout tag out equipment.
3. Check started contacts for excessive wear.
4. Tighten all starter wire connections.
5. Check belts, adjust or replace as needed.
6. Check belt tension and sheave alignment. Adjust as required.
7. Meg-Ohm motor and record annually.
8. Check fan motors amps.
9. Clean and lubricate unit motor bearings and fan bearings.
10. Check operation of economy dampers.
11. Lubricate all dampers and linkages as necessary.
12. Check operation of static vane (if applicable).
13. Visually check all coils for leaks (annually).
14. Check and record all coil delta T (annually).
15. Inspect all mounting hardware, tighten as needed.

Multi-Zone Air Handler (if applicable)

1. Perform maintenance quarterly.
2. Lockout tag out equipment.
3. Check fan motor amps.
4. Clean and lubricate components.
5. Check operation of economy dampers.
6. Check operation of static vane or dampers.
7. Check operation of zone dampers.
8. Check and adjust operating and safety controls.

Exhaust Fans (if applicable)

1. Preventative Maintenance.
2. Lock out tag out equipment as required.
3. Check all electrical wiring and connections and tighten.
4. Check all motor starter contactor surfaces for wear.
5. Clean starter and electrical control enclosures.
6. Lubricate motor bearings and fan bearings.
7. Check exhaust fan belts for wear, replace as required.
8. Check tension belt and sheave alignment. Adjust as required.

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9. Inspect exhaust fan unit assembly.
10. Check all mounting hardware. Tighten as required.

For Any Variable Frequency Drives (if applicable)

1. Check unit operation quarterly.
2. Check fault history report.
3. Check operation of manual bypass.
4. Verify drive signal increase and decrease.
5. Check and tighten all electrical connections.
6. Check starter contacts for wear.

16 – RESPONDENT REQUIREMENTS

Successful respondent must provide evidence with their bid of having served municipal customers.

Successful respondent must hold current C10 and C20 licenses. Provide evidence of such licenses with bid response.

Successful respondent must staff project with employees that have attended and completed a state accredited multi-year apprenticeship program. Apprenticeship program requires 2000 hours of on job training and 144 classroom hours per year to be accredited. Employees must have taken and passed a state accepted competency exam administered by the apprenticeship program. Provide evidence of certifications with bid response.

Successful respondent must have full-time journeymen level mechanical personnel and factory-trained automation specialists. Provide evidence of certifications with bid response.

Successful respondent must have resources housed within a twenty (20) mile radius from the City boundary line of the City of Clermont, FL, capable of support and meets the City's required response time for emergency service in critical situations.

Successful respondent must provide the City's Project Manager with a comprehensive tracking report for any HVAC services and repairs. The report must be generated on nonproprietary software and given to the representative electronically with each invoice related to services rendered.

Successful respondent must be willing to implement measure to remotely access Niagara 4 HVAC control systems.

SECTION – B
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Successful respondent must advise the City's Project Manager of the availability of generic or required HVAS control system interface upgrades as they become available.

Successful respondent must provide emergency access twenty-four 24 hours a day / seven (7) days a week, Monday through Sunday.

Successful respondent must supply their staff with company identification tags (printed or laminated) that will be worn at all times while on City property. Company uniforms must have the company logo and employee first or last name clearly visible.

Successful respondent must provide MSDS sheets to the City's Project Manager in a complete "Right to Know" binder for all products used in City facilities described in this solicitation. The City's Project Manager will determine the location of the "Right to Know" binders.

END OF SECTION – B



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Collective Bargaining Agreement and Budget Amendment		
Requested Action		
Recommend to approve the Collective Bargaining Agreement with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014.		
Staff Report		
The Collective Bargaining Agreement with the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014 for the period October 1, 2020 - September 30, 2024 is recommended for approval. Significant items in the contract include increases to wages with corresponding pay range adjustments.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of the agreement requires a budget amendment of \$92,000 from General Fund reserves.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Police Officers Contract FINAL - 1 14 2022	Police Officers Contract FINAL - 1 14 2022.pdf	

Collective Bargaining Agreement

Between the

**International Union of Police Associations, AFL-CIO
Clermont Police Officers Local 6013 and Sergeants Local 6014**

And the

City of Clermont, Florida

October 1, 2020 through September 30, 2024

(Approved January 25, 2022)

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the “City” or “employer” and the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014, hereafter referred to as the “Union.”

The general purpose of this Agreement is to establish wages, hours and terms and conditions of employment for bargaining unit members and to provide an orderly procedure for the resolution of grievances.

In this Agreement, the terms “Clermont,” and “the City,” refer to the employer, the City of Clermont and its Police Department. The terms “bargaining unit member,” “member,” or “employee,” refers to the sworn police officers employed by the City of Clermont in the classification of Police Officer and Sergeant.

Uses of gender references, “he” and “she” are considered interchangeable.

Article 1

Recognition

- 1.1 The City hereby recognizes the International Union of Police Associations, AFL-CIO Clermont Police Officers Local 6013 and Sergeants Local 6014 as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC).

Article 2

Prevailing and Management Rights

- 2.1 The Union recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Police Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its sworn police employees, to take disciplinary action for proper cause, and to relieve its sworn police employees from duty, provided in so doing the provisions of this agreement are not violated.
- 2.2 The City reserves the right:
- A. To select and direct the work force in accordance with requirements determined by management.
 - B. To establish and change individual work schedules and assignments.
 - C. To assign and distribute available overtime work and to change work schedules in order to minimize overtime work.
 - D. To make and enforce work performance standards.
 - E. To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
 - F. To determine job descriptions.
 - G. To make and enforce safety rules.
 - H. To transfer and promote members.
 - I. To determine the size and composition of the work force.
 - J. To lay off bargaining unit members for lack of work or other legitimate reasons.
 - K. To transfer, subcontract, and eliminate work.
 - L. To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
 - M. To suspend, discharge, demote, or otherwise discipline bargaining unit members for proper cause.

- N. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.
- 2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- 2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate impact thereof.

Article 3

Indemnification

- 3.1 When the City may legally do so, the City shall furnish to bargaining unit members legal counsel and defense in accordance with F.S.S. 768.28(5) and (9). To the extent permitted by law, no bargaining unit member shall be held personally liable in tort for any injuries or damages suffered as the result of any act, event or omission of action in the scope of his/her employment or function, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

Article 4

Non-Discrimination

- 4.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, veteran's status, political affiliation, pregnancy, genetics or sexual orientation as prohibited by State or Federal law.
- 4.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City and the union oppose discrimination on the basis of age, race, religious creed, color, national origin, sex/gender, disability, marital status, veteran's status, political affiliation, pregnancy, genetics, sexual orientation, or any other protected classifications. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 5

Administrative Investigations

- 5.1 Administrative investigations of bargaining unit members (“Law Enforcement Officers”) will be conducted in accordance with Florida Statute 112.532, ET. seq., known as the Police Officers’ Bill of Rights. Bargaining unit members will be required to read and sign their Law Enforcement Officers’ Rights form and their Garrity Warning form prior to a formal investigative interview.
- 5.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement.
- 5.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Police Officers’ Bill of Rights.
- 5.4 If a bargaining unit member is the subject of an administrative investigation, he/she will be notified in writing. At the discretion of the Police Chief he/she may be allowed to continue performing her/his regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined. If criminal charges are filed against a bargaining unit member, he/she may (at the discretion of the Police Chief) be placed on administrative leave without pay.
- 5.5 The investigation findings under this Article will be classified as follows:
 - A. Sustained – The allegations are supported by sufficient proof.
 - B. Not Sustained – The evidence is not sufficient to prove or disprove the allegation.
 - C. Unfounded – The allegation is false or otherwise not based on valid facts.
 - D. Exonerated – The incident or act occurred but was lawful.
- 5.6 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member upon request and placed in the Police Department’s Administrative Investigation file. The report summary and discipline, if any will be placed in the personnel file.

Article 6

Professional Standards and Disciplinary Action

- 6.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses the least possible form of corrective action necessary to obtain its intended purpose, which is to correct inappropriate conduct. However, the Union and the City recognize that there are instances where the employee's conduct is such that progressive discipline is not required and that discipline up to and including discharge can be imposed by the City. Employees will not be discharged or disciplined without cause.
- A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Police Chief.
 - B. Prior to any disciplinary action being taken, management will investigate as appropriate to determine the applicable facts and evidence which would support or not support the disciplinary action. If the investigation is reasonably expected to result in disciplinary action, such investigation will be conducted in accordance with Article 5 of this Agreement.
- 6.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file.
- 6.3 Discipline may take the form of:
- A. Reprimand: Recorded admonishment of a deficiency or poor performance.
 - B. Suspension: An unpaid period of time of at least one shift and not more than thirty (30) days. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
 - C. Demotion: Reclassification from one position to another one of lower pay.
 - D. Termination: A complete and irrevocable severing of the employment relationship.

- 6.4 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a police officer under Florida Statutes, s/he shall be terminated and shall not be entitled to any back pay or benefits.
- 6.5 If a bargaining unit member who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty and may be subject to further discipline imposed in accordance with this article.
- 6.6 If a bargaining unit member, who is suspended/placed on administrative leave without pay pending final court disposition of criminal charges, has been acquitted of all charges or has all charges dropped, he/she will be restored to full duty with all back pay and benefits, except for such discipline imposed against the bargaining unit member for violation of the City's Employment Policies Manual and/or departmental operating guidelines.
- 6.7 All disciplinary action taken toward non-probationary bargaining unit members is subject to grievance.
- 6.8 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Departmental procedures and such special and general orders and written communications issued by the Department or the City, including the City's Employment Policies Manual, to the extent that such rules or directives are not in conflict with this Agreement.
- 6.9 No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting or distribution of the rule or regulation.
- 6.10 To the extent possible, supervisors shall document incidents, acts or behavior potentially leading to disciplinary action. Record keeping must identify dates, times and circumstances.
- 6.11 If disciplinary action is proposed that includes termination, demotion, transfer, reassignment, or other personnel action (e.g., administrative leave without pay) which might result in loss of pay or benefits or which might otherwise be considered a punitive measure, the bargaining unit member will be notified in writing of the proposal and the reason or reasons seven (7) calendar days prior to the effective date of such action.
- 6.12 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the investigative report and supporting documents and an opportunity to address the report findings with the Police Chief in a pre-disciplinary hearing

prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing seven (7) calendar days prior to the hearing.

- 6.13 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Police Chief shall notify the bargaining unit member of his/her decision in respect to the form of discipline, if any.

Article 7

Personnel Records

- 7.1 The bargaining unit member's official personnel files are to be maintained in the City's Human Resources Department.
- 7.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.
- 7.3 Bargaining unit members shall have the right to inspect and make copies of his/her personnel files at no charge. The records shall be made available during regular business hours.
- 7.4 Bargaining unit members shall be notified when any personnel file record has been released in accordance with the public records laws. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file. Nothing herein shall require the City to obtain the name or other identifying information of any such individual/entity requesting the personnel file record.
- 7.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental. The written refutation must be provided to the Police Chief within thirty (30) calendar days following the completion of the disciplinary process (including the grievance process, if applicable).

Article 8

Work Period and Work Shift

- 8.1 Bargaining unit members assigned to road patrol shall work twelve (12) hour shifts from 6:00 a.m. to 6:00 p.m. or 6:00 p.m. to 6:00 a.m. The normal work period shall consist of two (2) days on, two (2) days off, three (3) days on, two (2) days off, two (2) days on, and three (3) days off. Bargaining unit members assigned to road patrol shall be scheduled for a weekend off every other weekend, a weekend being defined as Friday, Saturday and Sunday, unless there is a declared emergency.
- 8.2 Bargaining unit members assigned to any unit other than road patrol shall work eight (8) or ten (10) hour shifts with starting and ending times to be determined by the Police Chief. The normal work period for eight (8) hour shifts shall consist of five (5) days on and two (2) days off. The normal work period for ten (10) hour shifts shall consists of four (4) days on and three (3) days off. While working a regularly scheduled shift, the K-9 member will be allotted one (1) hour of each shift for dog maintenance. In addition, the K-9 member shall be compensated one (1) hour for dog maintenance during each scheduled day off.
- 8.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change work schedules (starting and ending times and days on/off, early/late car, relief/power shift) as needed. The City will give as much advance notice as possible when adjustments are made.
- 8.4 Each bargaining unit member shall be entitled to a paid meal period of thirty (30) minutes and two (2) fifteen (15) minute rest periods during his regular work shift. The time period for breaks must be approved by the bargaining unit members' shift supervisor prior to the bargaining unit member taking the break.
- 8.5 No bargaining unit member shall be required to work a split shift. Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 8.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. The shift picks or bids will occur in January and July. The City retains the right to determine the number of slots available on each shift.

Article 9

Overtime, Overtime Pay and Compensatory Time

- 9.1 Overtime is defined as time worked in excess of eighty-four (84) hours per pay period for twelve (12) hour shift employees and in excess of forty (40) hours per workweek for all other employees.
- 9.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on paid status will not be considered time worked.
- 9.3 Overtime must be assigned or authorized by supervisory staff; an employee is not entitled to assign or approve overtime for him/herself. Overtime shall be scheduled at the discretion of the Police Chief or designee in accordance with the procedures herein, except in instances of a declared emergency.
- 9.4 Except in instances of emergency, overtime opportunities will first be offered to eligible employees in the same job class, in order of seniority. Should the most senior employee decline the opportunity, it will be offered to the next senior until the opportunity is accepted. If no eligible employee voluntarily accepts the overtime opportunity, it will be assigned to and required of the eligible employee with the least seniority.
- 9.5 Accepting the overtime opportunity or declining the opportunity will be considered the same in regard to eligibility for subsequent opportunities.
- 9.6 On subsequent opportunities for overtime, the procedure described above shall begin with the bargaining unit member having the greatest seniority after the bargaining unit member who accepted or declined the previous opportunity.
- 9.7 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.
- 9.8 In lieu of receiving cash for overtime worked in excess of eighty-four (84) hours per pay period or forty (40) hours per workweek, as applicable, employees may request compensatory time.
 - A. Equivalent compensatory time for each overtime hour worked based on Article 9.7 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.
 - B. The maximum accrual of compensatory time is eighty-four (84) hours for twelve (12) hour shift employees and eighty (80) hours for all other employees. When an employee has reached his/her maximum accrual, the

City will include payment for any subsequent overtime in the employee's paycheck.

- C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. The minimum time period for use of compensatory time is one (1) hour.
- D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.
- E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 10

Extra-Duty

10.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of virtual court-related meetings, emails or telephone calls, the actual time of the virtual court-related meetings/emails/calls will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred.

10.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Police Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on call status shall receive a daily supplement of \$20.00, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 10.1.

10.3 Bargaining unit members shall be compensated for training or re-training when such training or re-training is required by the Police Chief or the State of Florida. Such training will be considered time worked for purposes of overtime calculation in the work period in which the training was conducted. Bargaining unit members shall not be compensated for training or re-training, when such training or retraining is not approved by the Police Chief or his designee.

10.4 Special Event Pay

“Special events” are defined as events which are City sponsored requiring police officer staffing. The Police Chief or his designee will review the public safety impact of each of these events and shall determine if Police resources are needed.

Non-exempt employees who work a Special Event, which is held outside of their regular scheduled work hours and who do not qualify for the overtime premium noted in Chapter 4 of the City’s Employment Policies Manual, shall be paid for all hours worked the Special Event at the rate of one and one-half times (1.5) the employee’s regular rate of pay.

The hours worked during the special event will be considered time worked for purpose of overtime calculation in the work period in which the special event occurred, in accordance with the FLSA.

Hours worked in preparation of a Special Event do not qualify for this Special Event premium, however said hours would be paid in accordance with the FLSA.

This agreement does not include hours worked as an “off duty detail” and those hours are paid by the vendor through the Detail Kommander system.

Article 11

Annual Leave

11.1 Bargaining unit members are entitled to the same annual leave benefits available to all other employees of the City.

11.2 The maximum amount of annual leave that bargaining unit members may accumulate is as follows:

<u>Employee Type</u>	<u>Maximum</u>
8 hour	320 hours
10 hour	320 hours
12 hour	336 hours

11.3 In the event that the City reduces the annual leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 12

Sick Leave

- 12.1 Bargaining unit members are entitled to the same sick leave benefits available to all other employees of the City.
- 12.2 In the event that the City reduces the sick leave benefits available to all other employees, the respective leave benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the union and the City.

Article 13

Bereavement Leave

- 13.1 Bargaining unit members are entitled to up to twenty-four (24) hours of bereavement leave upon approval of the Police Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.
- 13.2 Family members are defined as the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.
- 13.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Police Chief.

Article 14

Leave of Absence

- 14.1 All applications for leave of absence must be submitted in writing and approved by the Police Chief and the City Manager in collaboration with the Human Resources Department. Decisions regarding leaves of absence are not subject to the grievance or arbitration procedures.
- 14.2 Upon termination of leave of absence, the bargaining unit member shall return to the same job classification and rate of pay in effect at the beginning of the leave of absence.
- 14.3 The bargaining unit member will not lose any credited service with the City, if the leave of absence period is less than three (3) months. If the leave of absence period is longer than three (3) months, the bargaining unit member will not receive any credited service for the entire leave of absence period. No other benefits will be available to the bargaining unit member during the leave of absence period.
- 14.4 A leave of absence shall run concurrent with all forms of leave including FMLA and shall not exceed a total of one hundred eighty (180) calendar days. Annual, sick, personal and compensatory leave may be used during a leave of absence. All leaves must be exhausted prior to going into an unpaid status.

Article 15

Military Leave and Military Duty

- 15.1 Military leaves shall be granted in accordance with the City's Employment Policies Manual, Florida and Federal Law.
- 15.2 Except in an actual or declared emergency recall to duty, the bargaining unit member shall give thirty (30) calendar days notice, or as much notice as possible to his supervisor that his military duty will occur on the specific dates.

Article 16

Workers' Compensation, On-the-Job Injury and Disability

- 16.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.
- 16.2 Members recognize a duty to immediately report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.
- 16.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee is entitled to a one-time change in physicians per claim, subject to the approval of the workers' compensation carrier and applicable Workers Compensation law.
- 16.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.5 Before returning to work, a return to work statement from the treating physician must be submitted to the Police Chief, authorizing the bargaining unit member's return to work without any work restrictions or with modified duties that can be accommodated by the Police Department at that given time.
- 16.6 A bargaining unit member (probationary or permanent) who is maliciously or intentionally injured on the job shall be paid injury leave at full pay during the duration of the job disability.
- 16.7 A bargaining unit member who receives an accidental or unintentional injury on the job within twelve (12) months of employment with the City shall not be entitled to injury leave. Bargaining unit members shall be required to use any eligible personal leave during this period.
- 16.8 A bargaining unit member who receives an accidental or unintentional injury on the job after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed one hundred (100) hours when the employee is required to be absent from work at the direction of a physician selected in accordance with Article 16.3 above. Workers Compensation payments issued during the period of injury leave shall be signed over to the City.

- 16.9 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members regular wages.
- 16.10 Bargaining unit members are required to use injury leave concurrently with any available Family and Medical Leave. Leave time taken will be applied towards the bargaining unit member's Family and Medical Leave entitlement.

Article 17

Vehicles

- 17.1 The City shall equip all patrol vehicles in such a manner to allow bargaining unit members to perform their duties and responsibilities as police officers. The Police Chief shall determine the type of equipment to be used.
- 17.2 All maintenance, repairs, fuel costs, and insurance for the patrol vehicles shall be the responsibility of the City.
- 17.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him or the public, or both, he shall immediately inform his supervisor. If the supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Police Chief via the chain of command.
- 17.4 With respect to vehicles, the term “unsafe” shall relate to brakes, lights, tires, emergency lights, spotlights, horns, sirens, steering, electrical, fuel leaks, engine /transmission, biohazard or chemical contamination.
- 17.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place of repair, without hazard to himself/herself or the public, he/she shall do so.
- 17.6 No vehicle or piece of equipment shall be released back for duty use until inspected and/or repaired by competent mechanical personnel.
- 17.7 Bargaining unit members shall not be required to perform repairs on vehicles.
- 17.8 Bargaining unit members shall not be required to use their personal vehicles in the performance of any assigned duties with the exception of ancillary functions.
- 17.9 Bargaining unit members shall be allowed to drive City vehicles home in accordance with the City’s Take Home Vehicle Policy as approved by the City Manager. Members shall be required to use such vehicles in accordance with the City’s Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement. The City shall have no obligation to bargain over the creation of or changes to the Policy or the effects of such changes during the term of this agreement.
- 17.10 Bargaining unit members not assigned to the K-9 unit shall not be required to transport animals in patrol vehicles, whether caged or un-caged.

Article 18

Personal Day

- 18.1 In the event that the City reduces the Personal Day(s) benefits available to all other employees, the respective Personal Day benefits will remain unchanged for bargaining unit members, unless the change is mutually agreed to by the Union and the City.

Article 19

Insurance

- 19.1 The City agrees to provide the same health, dental and life insurance benefits to bargaining unit members as are provided to all City employees. The cost for such insurance to bargaining unit members shall be the same as charged to all City employees. The City shall have no obligation to bargain over changes to insurance or the effects of such changes during the term of this agreement as long as the bargaining unit members are provided the same insurance benefits as all City employees. The Union shall have representation on the Employee Insurance Committee, however, the City shall have no obligation to maintain such a committee.
- 19.2 The City shall provide life insurance or death benefits for each bargaining unit member in accordance with Florida Statutes.

Article 20

Union Representatives and Business

- 20.1 The City shall recognize the officers of the Clermont Police Officers Union, Local 6013 and 6014 as the official representatives of the Union, and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.
- 20.2 The Union will be permitted to use the squad room or community service room at no cost for meetings of Local 6013 and 6014 scheduled after 5:00 PM, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures. Other than those acting in official capacity as union representative, no employee covered by this Agreement may attend Union meetings during his/her scheduled work hours.
- 20.3 The City will allocate a reasonable portion (approximately 1/3) of the squad room bulletin board solely for the purpose of posting notices and announcements pertaining to Union business.
- 20.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.
- 20.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to Local 6013 and 6014 to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and bargaining unit members shall not transmit any material which would violate the City's Computer Network Guidelines and Procedures.
- 20.6 The Union shall be granted up to one (1) hour during new police officer orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.

Article 21

Reduction in Work Force

- 21.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.
- A. “Seniority” for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.
 - C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.
- 21.2 Exceptions to Layoff - If the Police Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Local 6013 and 6014 Executive Committee at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.
- 21.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not “bump” another permanent employee from his/her position in order to avoid layoff.
- 21.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Executive Committee of Local 6013 and 6014. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Police Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

21.5 Recall

- A. Members in layoff status shall retain recall rights for twelve (12) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list and a copy of the list shall be provided to the union.
- B. Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted and the City shall fill vacancies through its ordinary hiring process.

21.6 Members will be provided notice of recall and must follow the procedures defined below in order to protect recall rights.

- A. Notice of recall shall be given to the member by first class mail sent to the most recent address contained in his/her personnel records.
- B. A member who receives a notice of recall and desires to return to work must respond to the City's Human Resources Department no later than fourteen (14) calendar days following his/her receipt of the recall notice. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.
- C. A member must report fit for duty within fourteen (14) calendar days (or less if approved by the Police Chief) following his/her notification to the Human Resources Department of his/her desired return to work. A laid off member who does not report fit for duty in accordance with this section shall lose recall rights.

21.7 Seniority does not accrue during layoff, nor does the member accrue time off or other benefit eligibility. Upon recall, a member's seniority shall be counted from the member's former hire date, less the period of layoff.

21.8 In the event of a layoff, special consideration will be given to individuals eligible for Veterans' preference in accordance with State law and City policy.

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the International Union of Police Associations, AFL-CIO (IUPA) reasonably thereafter. The monies forwarded to IUPA shall be for Clermont Police Officers Union, Local 6013 and 6014 and shall be marked as such.
- 22.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the president or vice-president of Local 6013 and 6014.
- 22.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.
- 22.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages, or causes of action (including but not limited to claims based on clerical or accounting errors) of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims against the City or its agents, employees or officials. The term "officials" includes elected or appointed officials.

Article 23

Grievance Procedure

- 23.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City of Clermont, the Clermont Police Department and Local 6013 and 6014 and its members involving the interpretation or application of this Agreement.

A grievance is a dispute, claim, or complaint filed by a Bargaining Unit employee or the Union arising under the Terms of this Agreement. Grievances are limited to matters of interpretation or application of the provisions of this Agreement. Any grievance filed shall contain a complete statement of the grievance, reference to the provision, or provisions of the Agreement alleged to have been violated and state the remedy or correction requested. The City need not entertain or process under this Article, and may refuse to entertain, any disputes, claims, or complaints not meeting this definition.

- 23.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant and an Officer of Local 6013 and 6014. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant within five (5) calendar days of the original filing to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.

- 23.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.

- 23.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within seven (7) calendar days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.

- 23.5 In advancing grievances, the grievant bargaining unit member(s) or Local 6013 and 6014 and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.

- 23.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or Clermont Police Officers Union, Local 6013 and 6014, shall file the grievance, in writing, with the Police Chief's office within seven (7) calendar days of the occurrence of the event giving rise to the grievance.
- The Police Chief will conduct a meeting within fourteen (14) calendar days of receiving the grievance or any amendment, if applicable with the grievant and his requested representative, unless the Police Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with Union Local 6013 and 6014. The Police Chief shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

Step Two

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step One, the bargaining unit member and/or the Union may forward the grievance, in writing, to the City Manager within fourteen (14) calendar days of receipt of the notification from the Police Chief.
- The City Manager shall conduct a meeting within fourteen (14) calendar days with the grievant and his requested representative, unless the City Manager chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or a person affiliated with a Union other than the certified bargaining agent. The City Manager shall notify the grievant and the Union of his decision, in writing, within fourteen (14) calendar days after the meeting date.

23.7 Grievance discussions at Steps One and Two shall be conducted during the grievant's normal duty hours. The aggrieved bargaining unit member shall suffer no loss of pay or benefits for time required for such meetings.

23.8 All class action grievances shall be filed at Step Two.

23.9 Grievance of a reprimand shall stop at the conclusion of Step One.

23.10 The aggrieved bargaining unit member and the Union shall be given at least two (2) calendar days' notice of the grievance meetings provided herein.

23.11 If any grievance is not satisfactorily resolved by the procedure outlined in the Article, the Union may proceed to arbitration according to Article 24.

23.12 Probationary bargaining unit members shall not have the right to grieve discipline or discharge.

- 23.13 It is agreed that a bargaining unit member may file a grievance/appeal, in accordance with the personnel rules, regulations, and/or ordinances of the City of Clermont. Bargaining unit members may only choose one grievance/appeal process. The decision to use any City Of Clermont grievance/appeal process is irrevocable and precludes the bargaining unit member from filing any grievance under the provisions of this Agreement.

Article 24

Arbitration

- 24.1 If any grievance is not satisfactorily disposed of by the grievance procedure outlined in Article 23, the bargaining unit member or Union may give notice of intent to arbitrate by written notice, hand delivered or by certified mail, return receipt requested, postmarked or hand delivered within fourteen (14) calendar days after the receipt of the Step Two decision. Said written notice shall include a statement of facts upon which the case is submitted, including a statement of the position of the Union with respect to the arbitral issues.
- 24.2 Within fourteen (14) calendar days of the receipt of such notice, a letter shall be directed by the Union to the Federal Mediation and Conciliation Service requesting a list of arbitrators. Within seven (7) calendar days of receipt of the list of arbitrators, a Union Representative and a representative of the City shall meet to select an arbitrator. The Union and the City will alternately eliminate one name at a time from the list until only one name remains and that person shall be the arbitrator. The City and the Union shall alternate in the rights to first strike names in successive arbitrations.
- 24.3 As promptly as possible, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served upon the bargaining unit member, the City and the Union, in writing.
- A. Any party may be represented at the hearings by counsel or any other representative.
 - B. The hearing shall be conducted by the Arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of all parties. The parties shall make every effort to conclude the hearing within one (1) day.
 - C. Each party shall bear the costs of preparing and presenting its own case. Each party desiring a record of the proceedings shall pay for any costs thereof. In the event both parties agree to have a record of any type made of the hearing, said parties may share equally the cost of any such service.
- 24.4 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of the Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any said terms of the Agreement; to limit or impair any right that is reserved to the City, the Union, or bargaining unit members; to establish or change any wage or rate of pay that has been agreed to in the Agreement.
- 24.5 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment of any other case.

- 24.6 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy permitted by the Florida Arbitration Code.
- 24.7 The decision of the Arbitrator is final and binding on both parties and the grievance shall be considered permanently resolved. Review shall not be precluded pursuant to the Florida Arbitration Code.
- 24.8 The expenses of the Arbitrator shall be split equally by the parties. Each party shall make arrangements for and pay the witnesses that are called by it.

Article 25

Employee Educational Assistance

- 25.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:
- A. The course must be applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in law enforcement.
 - B. The course must be pre-approved by the Police Chief and the City Manager and is subject to budgetary constraints.
 - C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
 - D. The course must be a part of a degree seeking program and at a nationally or regionally accredited institution.
 - E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
 - F. The bargaining unit member has executed a separate tuition reimbursement agreement with the City agreeing to the terms set forth in this article.
- 25.2 The City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:
- A. 100% for attaining a final grade of "A"
75% for attaining a final grade of "B"
50% for attaining a final grade of "C"
 - B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary.

- 26.1 The annual physical examination will include, at a minimum the following: medical examination, height and weight, blood pressure, lab tests including urinalysis and metabolic blood panel, audio screening, vision test, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. In addition to the required tests, bargaining unit members may request to have a chest X-ray performed and interpreted in conjunction with the annual examination, provided appropriate justification is present. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.
- 26.2 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.
- 26.3 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.
- 26.4 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.
- 26.5 All physical, health and mental examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the same annual physical examination, including testing and lab work, with the approval of the City. If the bargaining unit member's personal physician

performs the annual physical examination, the City will reimburse the bargaining unit member for the cost of the physical examination up to the amount charged by the City's designated physical examination provider. In addition, the personal physician will have to complete the standard physical examination results form and send to the City.

- 26.7 The standard for evaluating if an employee is medically qualified to perform their position is ultimately determined by the requirements of being a police officer. If the employee is not medically qualified, the employee will be required to comply with the provider's recommendations at his/her own expense until the employee is deemed to be medically qualified, unless the employee files a workers' compensation claim and is evaluated and treated under a separate policy.

Article 27

General Provisions

- 27.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Police Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.
- 27.2 Copies of regulations, procedures, special and general orders or written directives shall be furnished to the Union's Executive Board sufficiently in advance of implementation in order to afford the Union the opportunity to consult with, or request to bargain over the change to be implemented.
- 27.3 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Police Chief or his designee only after receipt of actual notice of such rule modification.
- 27.4 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines, written directives or personnel policies, the City shall provide the new or revised items to the Union's Executive Board for review and, if required, bargaining.
- 27.5 Any memorandum issued will be in effect until the next annual revision of the Department's Operating Guidelines, after which they must either be incorporated in the Department's Operating Guidelines or shall be null and void.
- 27.6 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Drug Free Workplace Policy and Procedure.
- 27.7 Bargaining unit members may request an annual AIDS test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.
- 27.8 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Police Chief at his/her discretion for additional observation.
- 27.9 A bargaining unit member may, subject to prior approval of the Police Chief, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties. A bargaining unit member may not, however, engage in off-duty employment which is contrary to his/her medical restrictions.

- 27.10 The City recognizes that pursuant to Florida Statutes, employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.
- 27.11 Any member who is in good standing and is eligible for full service retirement after having completed (20) twenty years of service or more as a law enforcement officer with the City of Clermont will be given his or her standard issue service weapon at no cost to the member. The service weapon shall be retired from duty use and become the personal property of the member. A member may be afforded this right as a condition of early retirement at the discretion of the Chief of Police provided the member is fully vested.

Article 28

Severability Clause

- 28.1 If any article or section of this Agreement should be held invalid by operations of law or by any tribunal of competent jurisdiction, or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.
- 28.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 29

Locker Room Facilities

- 29.1 The City agrees to provide and maintain locker room facilities for bargaining unit members, as appropriate.
- 29.2 Said locker room facilities shall consist of, but not limited to, the following:
lockers and showers.
- 29.3 An agent of the City shall have the right to inspect a bargaining unit member's locker space without permission of the bargaining unit member or proper authority of law, provided said inspection is done in the presence of a bargaining unit representative. The City shall be financially responsible for reimbursing a bargaining unit member for loss or destruction of property by an Agent or employee of the City during said inspection, excluding the locking device if the bargaining unit member was given the opportunity to open said locker.

Article 30

Voting

- 30.1 During a primary, special or general election, a bargaining unit member who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

Article 31

Wages

31.1 The following pay scales shall be effective during the duration of this contract.

First Payperiod upon contract approval	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Officer (2184 annual hours)	\$21.95	\$47,938.80	\$33.58	\$73,338.72
Officer (2080 annual hours)	\$23.05	\$47,938.80	\$35.26	\$73,338.72
Sergeant (2184 annual hours)	\$29.55	\$64,537.20	\$45.20	\$98,716.80
Sergeant (2080 annual hours)	\$31.03	\$64,537.20	\$47.46	\$98,716.80

Sept. 26, 2022 – Sept 30, 2023	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Officer (2184 annual hours)	\$22.39	\$48,899.76	\$34.25	\$74,802.00
Officer (2080 annual hours)	\$23.51	\$48,899.76	\$35.96	\$74,802.00
Sergeant (2184 annual hours)	\$30.14	\$65,825.76	\$46.10	\$100,682.40
Sergeant (2080 annual hours)	\$31.65	\$65,825.76	\$48.41	\$100,682.40

Sept. 25, 2023 – Sept 30, 2024	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Officer (2184 annual hours)	\$22.90	\$50,013.60	\$35.04	\$76,527.36
Officer (2080 annual hours)	\$24.05	\$50,013.60	\$36.79	\$76,527.36
Sergeant (2184 annual hours)	\$30.74	\$67,136.16	\$47.02	\$102,691.68
Sergeant (2080 annual hours)	\$32.28	\$67,136.16	\$49.37	\$102,691.68

31.2 All bargaining unit members hired by the City shall be paid the minimum hourly rate for that classification. However, any bargaining unit member with prior sworn law enforcement service shall be increased two (2) percent for every three (3) years of prior service up to a maximum of four percent (4%) at the date of hire. To qualify for this increase, the bargaining unit member must have worked as a full-time sworn law enforcement officer in the United States within (1) year of employment with the City of Clermont.

31.3 All bargaining unit members not in a Sergeant classification and who have successfully completed the required Field Training Officer training shall be compensated an additional \$2.00 for all hours worked as a field training officer.

31.4 All bargaining unit members who are required by management to work in a higher classification due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification.

- 31.5 Bargaining unit members shall be eligible for pay increases during the duration of this contract as follows:

October 1, 2022 – September 30, 2024

- Bargaining unit members will be eligible to receive any cost of living pay increase that may be included in the fiscal year budget as approved by the City Council.
 - Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with performance rating scale in use for sworn police department employees.
- 31.6 Merit pay increases shall not be available to bargaining unit members who have reached the maximum of their pay grade, unless specifically approved in the budget in the form of a lump-sum payment.
- 31.7 Merit and cost of living pay increases for bargaining unit members under this article shall not be less than the percentage pay increase given to other City employees not covered by a collective bargaining agreement. The Union, however, agrees to suspend Article 31.7 from 10/1/2021 until 9/30/2022. On 9/30/2022, Article 31.7 will once again become active.
- 31.8 Merit pay shall be calculated on the bargaining unit member's base pay.
- 31.9 Bargaining unit members that are assigned to the Criminal Investigations Division, shall be compensated 5%. The additional compensation shall only be paid to the bargaining unit member while he/she is assigned to the Criminal Investigations Division. If the bargaining unit member is reassigned for any reason out of the Criminal Investigations Division, he/she shall immediately forfeit earning the additional 5%.
- 31.10 All bargaining unit members in the classification of Sergeant shall receive a six percent (6%) hourly pay rate increase effective the beginning of the first pay period after contract approval, a two percent (2%) hourly rate increase effective September 26, 2022, and a two percent (2%) hourly rate increase effective September 25, 2023.
- 31.11 All bargaining unit members in the classification of Police Officer shall receive a six percent (6%) hourly pay rate increase effective the beginning of the first pay period after contract approval, and a two percent (2%) hour rate increase effective September 26, 2022, and a two percent (2%) hourly rate increase effective September 25, 2023.

- 31.12 Bargaining unit members with a basic certification will be paid a salary incentive of \$25 per month.
- 31.13 The Union will hold the option to re-open Article 31 for negotiations for the final year of the contract, Oct. 1, 2023 through Sep. 30, 2024. The Union agrees to notify the City if the option will be exercised by no later than June 15, 2023. If the Union does not exercise the option for Article 31 by June 15, 2023, then Article 31 will remain as written for the contract year of Oct 1, 2023 through Sep. 30, 2024.

Article 32

Holidays

32.1 The following days shall be observed as official holidays for bargaining unit members:

First Day of January (New Year's Day)

Third Monday of January (Martin Luther King Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11th (Veterans' Day)

Fourth Thursday in November (Thanksgiving)

Fourth Friday in November

December 24th (Christmas Eve)

December 25th (Christmas Day)

32.2 Twelve (12) hour bargaining unit members shall observe the holiday on the actual holiday. When an official holiday falls on a Saturday, all other bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, all other bargaining unit members shall observe the holiday on the first Monday after the holiday.

32.3 Holiday pay shall be paid in the following manner:

- A. All employees who meet the holiday pay eligibility requirements outlined in this section shall be paid holiday pay equivalent to eight (8) hours at the employee's regular rate of pay. In the event that the observed holiday falls on a day that the employee is regularly scheduled to work a shift of more than eight (8) hours and does not work due to the observance of the holiday, the employee shall receive the remainder of the hours as holiday pay.
- B. All bargaining unit members who are required to work on an official holiday and do not qualify for the overtime premium as noted in Article 9 of this Agreement shall be paid for all hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay. In addition, the bargaining unit member must meet the Holiday Pay eligibility requirements outlined in Article 32.3.C of this Agreement.

- C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:
1. Must be a full-time employee
 2. Must work on the scheduled days prior to and after the holiday, as well as the day of the holiday if scheduled, or the bargaining member must be in an approved pay status on the day prior to and the day after the holiday, if scheduled. Pay status shall include members on paid annual, sick, or comp time as well as leave due to workers' compensation and/or personal days.
- D. A bargaining unit member who reports in on the scheduled work date prior to the holiday and was unable to complete his shift due to illness, injury or emergency, shall be considered to have worked that day. The same shall apply to the first scheduled day after the holiday.

Article 33

Publication of the Agreement

- 33.1 The Union shall be responsible for printing and distributing the necessary number of copies of this Agreement to the bargaining unit members.
- 33.2 The Union and the City agree to execute duplicate originals of this Agreement.

Article 34

Promotions

- 34.1 Promotions shall be conducted as provided in the City's Employment Policies Manual and department's Standard Operating Procedures.
- 34.2 Bargaining unit members promoted to Sergeant shall receive a pay increase to either the pay scale minimum noted in Article 31.5 of this agreement or equivalent to five (5) percent, whichever is greater.
- 34.3 If the promoted bargaining unit member does not successfully complete the probationary period, the member may return to the position from which he/she was promoted. If the position from which the member was promoted is filled or the Police Chief does not approve the return, reasonable efforts will be made to place the member in a comparable position, if one is available within the City. The member's rate of pay will be adjusted to that rate of pay prior to the promotion. If such a vacancy does not exist, the member will be laid off.

Article 35

Duration

- 35.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.
- 35.2 This Agreement shall continue in full force and effect until midnight of September 30, 2024.
- 35.3 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 31 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations.
- 35.4 Unless specifically stated herein, all changes shall be effective the beginning of the first pay period after contract approval.

Article 36

Damage or Loss to Personal Property

- 36.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.
- A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident. The maximum amount of reimbursement for the cost of repair or replacement of watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident.
 - B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Police Chief concerning the claim.
 - C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item.

Article 37

Pensions

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Police Officers Pension Plan in effect as approved by pension board and city council.
- 37.2 The Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year (\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.
- 37.3 Bargaining unit members shall continue to contribute five percent (5%) of their salary toward the normal pension cost of the Plan.

Article 38

Performance Evaluations

- 38.1 Newly hired bargaining unit members not in a Sergeant classification shall receive six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every twelve (12) months, thereafter based on their City employment anniversary date.
- 38.2 Bargaining unit members who have been transferred to another position covered by this agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.
- 38.3 Bargaining unit members promoted to the Sergeant classification shall receive six (6) and twelve (12) month performance evaluations based on their date of promotion to Sergeant. In addition, promoted bargaining unit members will receive a twelve (12) month performance evaluation based on their City employment anniversary date and then every twelve (12) months thereafter based on their City employment anniversary date.

Article 39

Uniforms and Equipment

- 39.1 The City will provide uniforms to all bargaining unit members who are required to wear such uniforms in the performance of their duties at no cost to the member. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Police Chief shall determine the style of uniform worn by the members.
- 39.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.
- 39.3 Non-uniformed or plain clothes members shall receive an annual clothing allowance of \$500.00 payable in the second pay period in October of each year. Members permanently transferred from the uniform division to a unit where plain clothes are required dress shall receive a fiscal year prorated clothing allowance upon start of work in that unit. Temporary reassignment to a position not requiring plain clothes will not preclude the clothing allowance. The clothing allowance shall not be required to be paid back by any member should their position change for any reason.
- 39.4 The City shall provide shoes to all bargaining unit members on an annual basis, at no cost to the bargaining unit member. The Police Chief shall establish the type/style and maximum cost of shoe to be paid for by the City.
- 39.5 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Police Officer at no cost to the member. The Police Chief shall determine what equipment is necessary.
- 39.6 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary actions an assessment may be made in accordance with the following schedule:
- A. If the loss/damage is the first occurrence within a two year period, the percentage assessed shall be 25% of the cost of repair or replacement, not to exceed fifty dollars (\$50.00).
 - B. If the loss/damage is the second occurrence within a two year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed seventy-five dollars (\$75.00).
 - C. If the loss/damage is the third occurrence within a two year period, the percentage assessed shall be 75% of the cost of repair or replacement, not to exceed one hundred dollars (\$100.00).

- D. If the loss/damage is the fourth occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed one hundred twenty-five dollars (\$125.00).

Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Police Chief that the assessment be waived.

- 39.7 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear.

Article 40

Modified Duty Assignment

- 40.1 If a bargaining unit member is temporarily unable to perform the essential functions of his/her job due to a non-work related injury/illness, a written request for a modified duty assignment may be submitted. There shall be no modified duty status allowed a member unless, at the Police Chief's sole discretion and in collaboration with Human Resources and the City Manager, it is determined that a necessary modified duty work opportunity exists within the Police Department. In the event there is no modified duty work available in the Police Department, the City Manager may approve modified duty status for work in other departments of the City.
- 40.2 If such an opportunity is available, the Police Chief shall inform the bargaining unit member in writing of any modified duty assignment(s) and the physical capabilities required for their performance.
- 40.3 Upon the request of the Police Chief, the bargaining unit member shall present this modified assignment information to the treating physician and obtain, at his/her expense, a written evaluation of the bargaining unit member's capacity to perform the essential functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to request a second opinion from a City-selected physician at the City's expense if any doubt exists concerning the member's current ability to perform the modified duties.
- 40.4 Any modified duty assignment shall be administered by the City in accordance with applicable law, including but not limited to the Americans with Disabilities Act. Modified duty may be ended at the will of the City at any time in accordance with applicable law, and shall not be subject to the grievance/arbitration provisions of this Agreement.
- 40.5 A bargaining unit member performing a modified duty assignment will be paid only for time actually worked and at his/her regular straight time rate of pay. No additional or overtime hours may be worked when a member is performing a modified duty assignment. He/she may utilize accumulated and available sick, vacation, or personal time to make up a loss in pay if the modified assignment does not require at least 80 hours in a biweekly pay period.
- 40.6 In the event a bargaining unit member suffers an on-the-job illness or injury that is compensable under Workers' Compensation, he/she shall be given preference for a light duty assignment over a member suffering a non-work related condition if there are insufficient necessary light duty work opportunities available. The process for obtaining and granting such an assignment shall be the same as noted above in Sections 40.1 – 40.4.

Article 41

Health and Safety

- 41.1 It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.
- 41.2 All bargaining unit members shall be required to participate and complete an annual physical abilities test (PAT) as part of the physical requirements of the police officer duties. Time spent participating in the PAT will be considered time worked for purposes of overtime calculation in the work period in which the PAT was conducted. The annual PAT shall be conducted in accordance with departmental operating guidelines agreed upon by the Union and the City. Bargaining unit members shall be required to achieve a "passing" score or rating. The passing score for completion of the PAT is as follows:

Age	Passing Score
19 – 30	9:00
31 – 40	9:30
41 – 50	10:00
51 +	10:30

- Bargaining unit members who do not achieve a "passing" score or rating on the PAT shall immediately be placed on modified duty status, if available, and given up to thirty (30) days to achieve the passing score based on the chart above. A member shall be returned to normal duties at any time during the thirty (30) day period if they complete the PAT in the required time. If at the conclusion of the thirty (30) days the member is unable to achieve the passing score or rating, the member will be placed on Administrative Leave without pay for another thirty (30) days. During this time, the member may use their accrued annual and/or compensatory leave. If at the conclusion of this, a member is unable to achieve a passing score or rating, the member will be subject to a non-disciplinary review which may include separation.
- 41.3 Bargaining unit members that complete the physical abilities evaluation within the predetermined time limit as designated by the Police Chief (in conjunction with the City Manager and Human Resources Director), shall be eligible for one (1) Personal Day to be used within the current calendar year. The Personal Day cannot be carried forward to the next calendar year, must be taken in one day (no hourly increments), and shall be the equivalent to the number of hours worked by the employee in a normal shift.

Article 42

Complete Agreement

- 42.1 This Agreement constitutes the entire Agreement and understanding between the parties and, subject to applicable law, shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or orally.

**NEGOTIATING TEAM FOR THE CLERMONT POLICE OFFICERS
UNION LOCAL 6013 AND 6014**

Christopher Martin, President

Thomas Stone, Vice President

Ethan Bell, Secretary/Treasurer

Dennis Hall, Secretary

Sanjeev Gopaul, Executive Director

NEGOTIATING TEAM FOR THE CITY OF CLERMONT

Brian M. Bulthuis, City Manager

Nadine Ohlinger, Human Resources Director

Charles Broadway, Police Chief

Pamela Brosonski, Finance Director

Lindsay N. Greene, Labor Attorney

John Graczyk, Deputy Police Chief

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE JANUARY 25, 2022.**

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT
RESOLUTION NO. 2022-002R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) TO CONDUCT AN INTERSECTION CONTROL EVALUATION OF 1.) THE INTERSECTION OF US27 AND THE ENTRANCE TO THE KINGS RIDGE COMMUNITY 2.) THE INTERSECTION OF US 27 AND THE ENTRANCE TO THE LEGENDS COMMUNITY; AND REQUEST THAT FDOT FULLY FUND THE EVALUATION; AND URGE FDOT TO REDESIGN THE INTERSECTIONS TO ALLOW FOR VEHICLES TO TURN BOTH DIRECTIONS UPON EXITING.

WHEREAS, intersections are designed points of conflict in all roadway systems that includes US and state highways, county roads, and local streets; and

WHEREAS, in 2015, Florida ranked as the #1 state in the country with the most intersection-related traffic fatalities and has consistently ranked within the top 10 states every year since;

WHEREAS, the Florida Strategic Highway Safety Plan identifies intersection safety as one of the top emphasis areas for the state; and

WHEREAS, the Florida Department of Transportation (FDOT) developed an Intersection Control Evaluation (ICE) manual to aid in this effort to quantitatively evaluate intersection control scenarios (alternatives) and ranks these alternatives based on their operational and safety performance; and

WHEREAS, intersections along state highways or any intersection project that will utilize Federal or State funds are applicable for ICE analysis;

WHEREAS, on December 15, 2021 the Kings Ridge Home Community Association Inc. submitted to a City of Clermont Council Member a resolution requesting assistance regarding the entrance to their community from US27 attached herewith as Exhibit A; and

WHEREAS, the Kings Ridge Community was first developed in mid-1990’s and has since grown to over 2,000 homes and a population of over 4,000; and

WHEREAS, the Legends of Clermont Community was first developed in the mid-1990’s and has since grown to over 850 homes and a population of over 2,000; and

WHEREAS, the area has seen an increase in crash accidents at both intersections over the last five (5) years; and



CITY OF CLERMONT
RESOLUTION NO. 2022-002R

WHEREAS, it is the responsibility of the City Council of the City of Clermont to ensure the health, safety and welfare of its citizens, residents, and visitors.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Clermont as follows:

1. That the Florida Department of Transportation conduct an Intersection Control Evaluation of that portion of US27 that lies between Bella Lago Drive and Hartwood Marsh Road.
2. That the City of Clermont highly encourages FDOT to install appropriate traffic signal devices to help control traffic incidents.
3. That as part of the analysis, an ability to exit both North and South from each community is explored.
4. That the City Clerk is hereby directed to forward a certified copy of this Resolution to the Florida Department of Transportation District 5 Secretary Jared Perdue.



CITY OF CLERMONT
RESOLUTION NO. 2022-002R

DONE AND RESOLVED by the Mayor and City Council of the City of Clermont, Lake County, Florida, this 25th day of January 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
RESOLUTION NO. 2022-002R

EXHIBIT A



RESOLUTION:

Where As: Kings Ridge in Clermont, FL. is a deed restricted - age restricted – community of 2088 single family homes and approx. 4000 +/- residents.

Where As: Kings Ridge is considered a "Super Voting district".

Where As: The community has experienced on-going challenges concerning access and egress to the community

Where As: The main entrance and exit for this community is a "T" intersection onto Rt. 27 (northbound only)

Where As: Over the past 20 some years traffic and population in the immediate surrounding area has more than increased by at least four-fold.

Where As: The past several recent years there have been MANY serious (as well as not so serious) collisions at this intersection. Documentation available.

Where As: "U-Turns" have always been allowed at the "T- intersection - despite a "promise" when a former mega-church was built this would NOT be allowed

Where As: The state of Florida "commandeered" an EXISTING accel lane from the entrance to Kings Ridge headed north as part of the widening project of Rt 27 several years ago - leaving no ability to "blend" into northbound traffic on Rt 27.

Where As: There remains NO ability to exit the community to travel south on Rt 27 - requiring a 1/4-mile trip NORTH on Rt 27 before making a legal "U-Turn" (after having to cross THREE lanes of fast-moving northbound traffic to access the first legal "U-Turn" to begin travelling south on Rt. 27 to then head south on Rt 27 (which many have a need to do - both residents AND commercial vendors serving Kings Ridge).

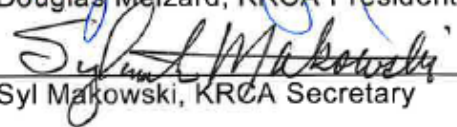
It is HEREBY requested the proper authorities be contacted; advised; and solicit support for RELIEF of this most dangerous current situation.

THEREFORE: The Master Board of Directors of Kings Ridge (Clermont, FL)) hereby requests both the assistance and representation on BEHALF of the K.R. Master Assoc. to enter all discussions / negotiations/ etc. (other than any FINANCIAL commitments involving Kings Ridge monies) on behalf of the K.R. Master Board of Directors on this matter by Mr. James Purvis - current elected Clermont Councilman - Seat 2 - and a resident of Kings Ridge for 22 years.

Moved and Agreed December 15, 2021



Douglas Melzard, KRCA President



Syl Makowski, KRCA Secretary

AGENDA ITEM

Meeting Date	
Tuesday, January 25, 2022	
Agenda Item Name	
Ordinance No. 2021-024 <i>Final</i> <i>The Vue</i>	
Requested Action	
Recommend denial of Ordinance 2021-024.	
Staff Report	
The applicant has two applications under consideration. The first application is for a Small Scale Comprehensive Plan Amendment to change the Future Land Use designation on a portion of the property from Low Density Residential to Commercial. A companion second request is for an amendment to PUD Ordinance 2017-24. The applicant is requesting these amendments to: (1) grant approval to construct multi-family units on the Hooks Street frontage and (2) to add approximately 6.7 acres South of Hooks Street to the PUD to be utilized for multi-family rental housing.	
The Small Scale Comprehensive Plan Amendment is for property located south of Hooks Street, between Miss Florida Avenue and Excalibur Road. The parcel is approximately 13.67 acres with a portion consisting of 6.7 acres for the requested change. The Applicant is not seeking a Future Land Use Amendment on the entire parcel.	
	
When reviewing requests for new Commercial Future Land Use designations, the Comprehensive Plan provides the following guidance:	
Objective 1.9: Commercial Land Use Category. <i>The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.</i>	
Policy 1.9.1: <i>The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent</i>	

residential, public facilities/institutional and recreation uses.

The adopted Objective and Policy from the Comprehensive Plan do not support the applicant's request to utilize approximately 50 % of the Commercial Future Land Use land area for residential use. Commercial FLU lands are designated for employment and non-residential support uses, and are not intended for predominantly residential use.

Staff has reviewed the Future Land Use amendment request and finds the application also does not meet the requirements of Section 86-226 (3), Review Criteria. The request appears to be singling out a small parcel of land for a Future Land Use classification very different from that of the adjoining area for the benefit of the owner of that property and to the detriment of other property owners. There has been no data presented by the applicant to justify the modification of the Single Family FLU category. A more complete analysis is contained in the Staff Analysis Report.

Staff recommends denial of the proposed amendment because it fails to comply with Policy 1.9.1 of the Future Land Use Element and Section 86-226(3) of the Land Development Code. Staff recommends denial of Ordinance No. 2021-024. The Planning and Zoning Commission recommended denial, 6-1.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Ord 2021-024 - The VUE CPA (01.18.2022 V3) - R&F BL	Ord 2021-024 - The VUE CPA (01.18.2022 V3) - R&F BL.pdf
2.	The VUE Maps	The VUE Maps.pdf
3.	Vue Before SSCPA Map	Vue Before SSCPA Map.pdf
4.	VueAfter SSCPA Map	VueAfter SSCPA Map.pdf
5.	Vue at Clermont PUD Concept Plan - 1-12-2022	Vue at Clermont PUD Concept Plan - 1-12-2022.pdf
6.	Staff Analysis The VUE V8	Staff Analysis The VUE V8.pdf
7.	2021-12-16_Clermont Vue TIA Comments	2021-12-16_Clermont Vue TIA Comments.pdf
8.	CPA The Vue Application 2021	CPA The Vue Application 2021.pdf
9.	Legal ad 2021-24	Legal ad 2021-24.pdf
10.	TheVue	TheVue.pdf



CITY OF CLERMONT
ORDINANCE NO. 2021-024

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Comprehensive Plan of the City of Clermont may be amended pursuant to Florida Statute 163.3187; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings to consider this amendment to the Future Land Use Map of the Comprehensive Plan and considered all written and oral comments, proposals and objections from the general public; and

NOW THEREFORE BE IT ORDAINED AND ADOPTED, by the City Council of the City of Clermont, Lake County, Florida that:

SECTION 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

A PORTION OF TRACTS 29 AND 30, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 01 07'06" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE NORTH 89 06'23" WEST, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50. (RIGHT-

OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070), SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT 19; NORTH 89 29'29" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, SAID. RIGHT-OF-WAY LINE ALSO BEING THE NORTH LINE OF AFORESAID TRACT 19, A DISTANCE OF 247.61 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE DEPARTING SAID NORTH LINE OF TRACT 19 AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, AS IT CURRENTLY EXISTS, RUN SOUTH 89 25'03" WEST, A DISTANCE OF 13.22 FEET TO A POINT, THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 810.31 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, ACCORDING TO OFFICIAL RECORD BOOK 2010, PAGE 316 AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 488.84 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 30; THENCE ALONG SAID SOUTH LINE OF TRACT 30 RUN SOUTH 89 28'17" WEST, A DISTANCE OF 414.01 FEET TO A POINT ON THE LIMITS OF EXHIBIT "F", ACCORDING TO OFFICIAL RECORD BOOK 2011, PAGES 1374-1385, AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EXHIBIT "F" RUN THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

(1) NORTH 10 08' 26"E, A DISTANCE OF 44.71 FEET; (2) NORTH 06 25' 18" EAST, A DISTANCE OF 96.44 FEET; (3) NORTH 04 35' 47" EAST, A DISTANCE OF 73.34 FEET; (4) NORTH 01 13' 39" WEST, A DISTANCE OF 50.70 FEET; (5) NORTH 08 35' 38" WEST, A DISTANCE OF 18.39 FEET; (6) NORTH 00 49' 27" WEST, A DISTANCE OF 31.39 FEET; (7) NORTH 04 06' 29" WEST, A DISTANCE OF 67.50 FEET; (8) NORTH 24 32' 13" WEST, A DISTANCE OF 40.66 FEET; (9) NORTH 48 54' 30" WEST, A DISTANCE OF 20.21 FEET; (10) NORTH 56 25' 05" WEST, A DISTANCE OF 31.65 FEET; THENCE RUN (11) NORTH 64 21' 22" WEST, A DISTANCE OF 32.96 FEET; (12) NORTH 76 08' 43" WEST, A DISTANCE OF 49.91 FEET; THENCE RUN (14) NORTH 84 09' 50" WEST, A DISTANCE OF 73.93 FEET; (15) SOUTH 82 00' 50" WEST, A DISTANCE OF 88.19 FEET; THENCE RUN (16) SOUTH 74 59' 30" WEST, A DISTANCE OF 79.78 FEET; (17) SOUTH 59 52' 00" WEST, A DISTANCE OF 67.76 FEET; THENCE RUN (17) SOUTH 67 38' 10" WEST, A DISTANCE OF 55.50 FEET; (18) SOUTH 65 13' 47" WEST, A DISTANCE OF 125.15 FEET; THENCE RUN (19) SOUTH 72 17' 15" WEST, A DISTANCE OF 85.35 FEET TO A POINT SAID POINT BEING A POINT ON THE CENTERLINE OF A UNNAMED RIGHT-OF-WAY, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING VACATED PER CITY ORDINANCE NUMBER. 2016-21;

THENCE DEPARTING SAID LINE OF EXHIBIT "F", AND ALONG SAID CENTERLINE OF VACATED UNNAMED RIGHT-OF-WAY RUN NORTH 00 15'44" EAST, A DISTANCE OF 146.25 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET, TOGETHER WITH A CHORD BEARING OF NORTH 88 38'03" EAST AND DISTANCE OF 1073.30, AND A CENTRAL ANGLE OF 37 57'48"; THENCE

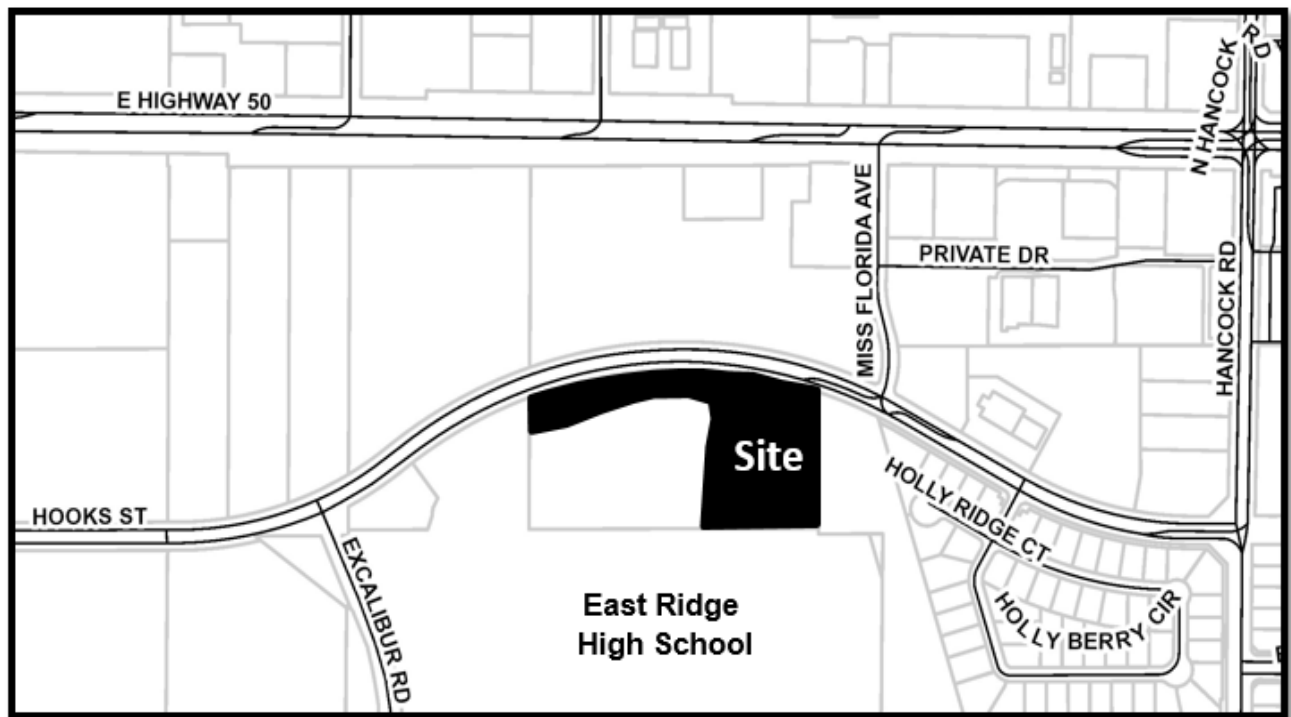
CITY OF CLERMONT
ORDINANCE NO. 2021-024

DEPARTING SAID CENTERLINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN ALONG SAID CURVE A DISTANCE OF 1093.26 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 288,770.80 SQ. FT. OR 6.63 ACRES

LOCATION

Site located southwest of the Miss Florida Avenue and Hooks Street intersection,
directly north of the East Ridge High School baseball field.
Portion of Alternate Key #3905347



CHANGE IN FUTURE LAND USE DESIGNATION:

FROM: LOW DENSITY RESIDENTIAL

TO: COMMERCIAL

SECTION 2: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2021-024

SECTION 3: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 4: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 5: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2021-024

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of January 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – The Vue Comprehensive Plan Amendment

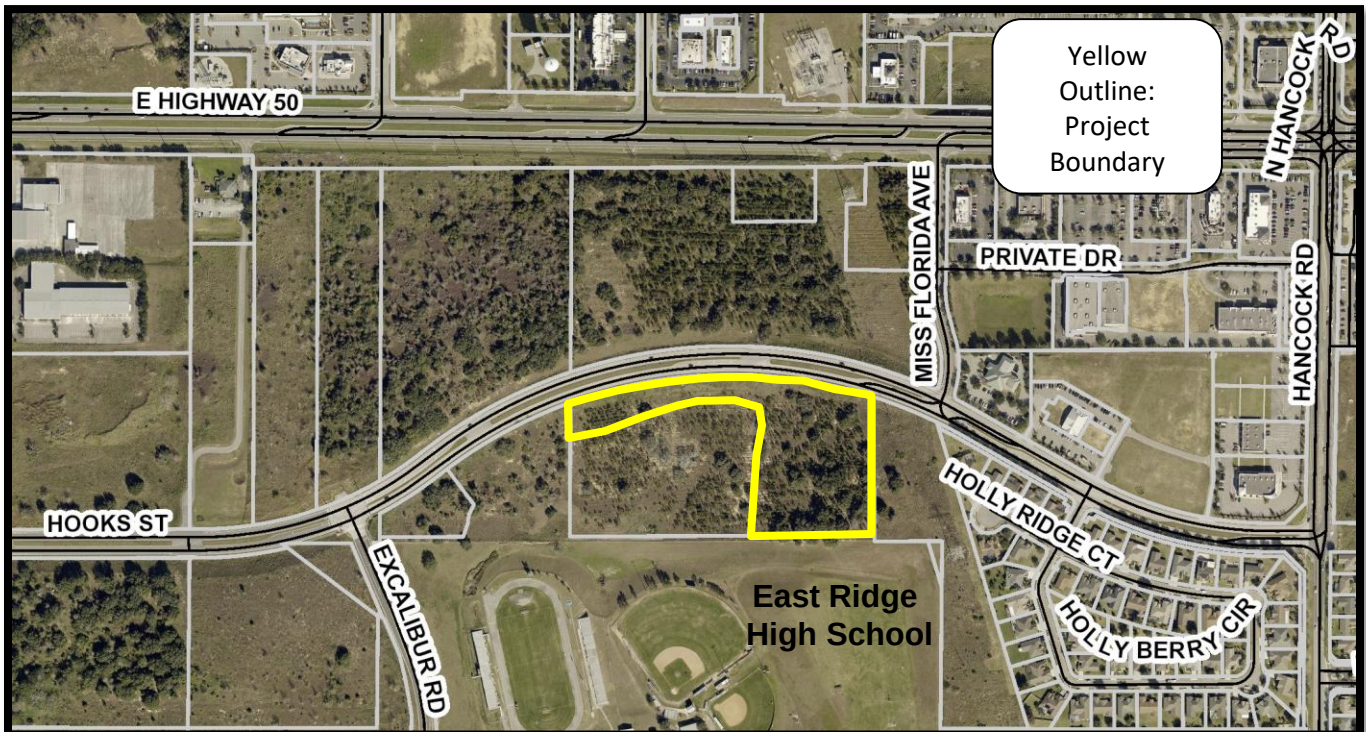
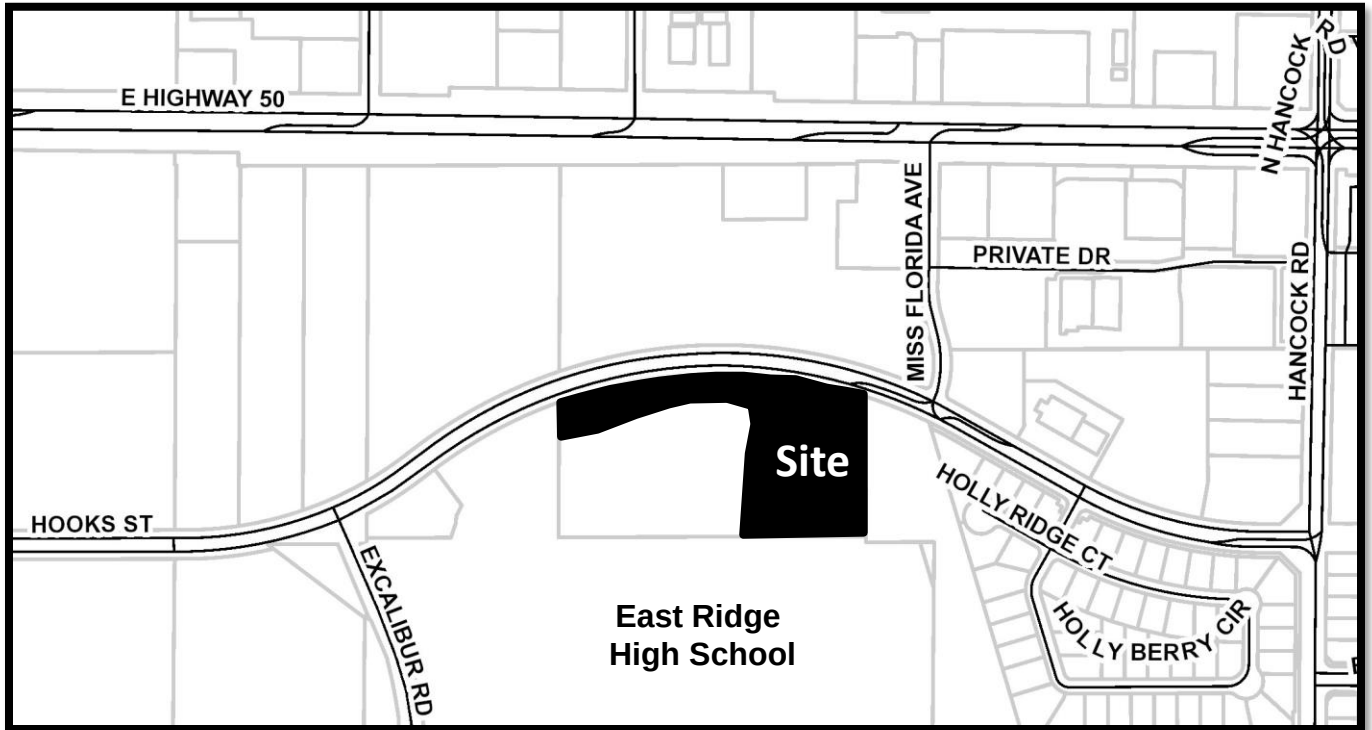
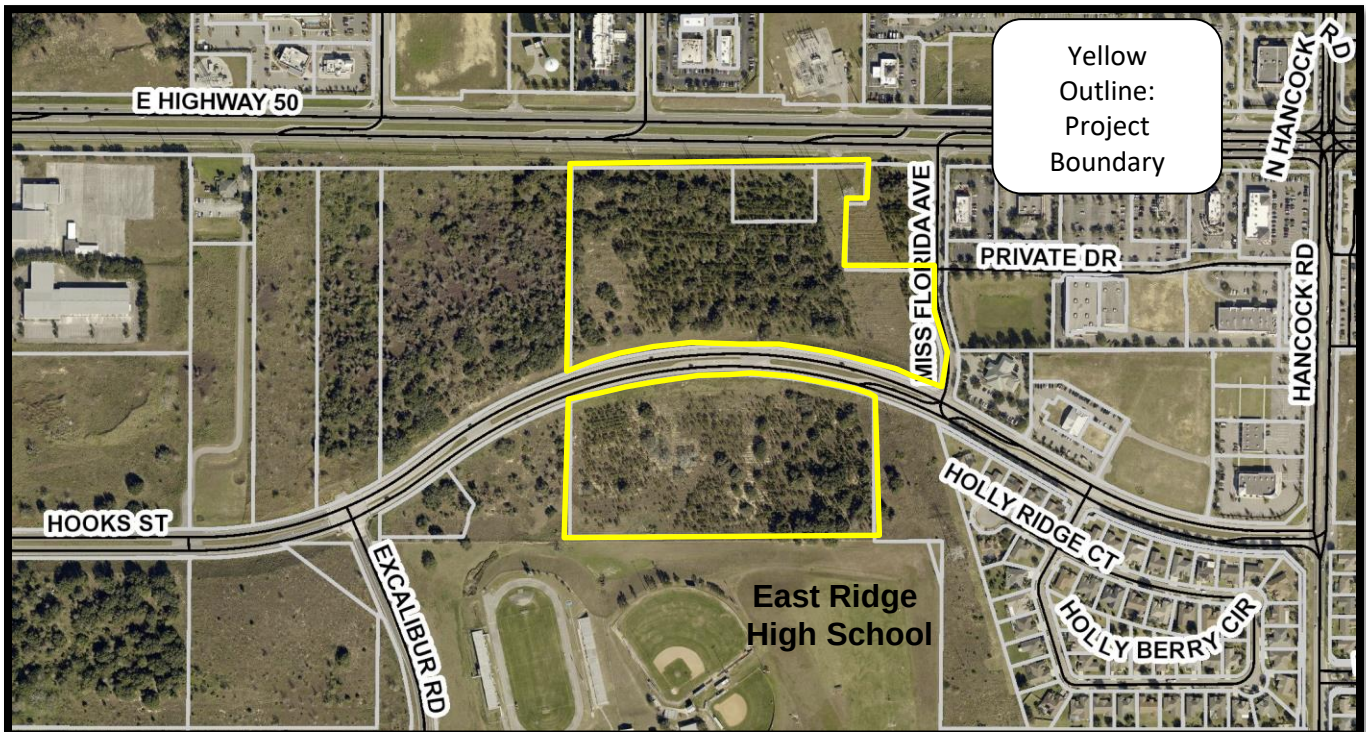
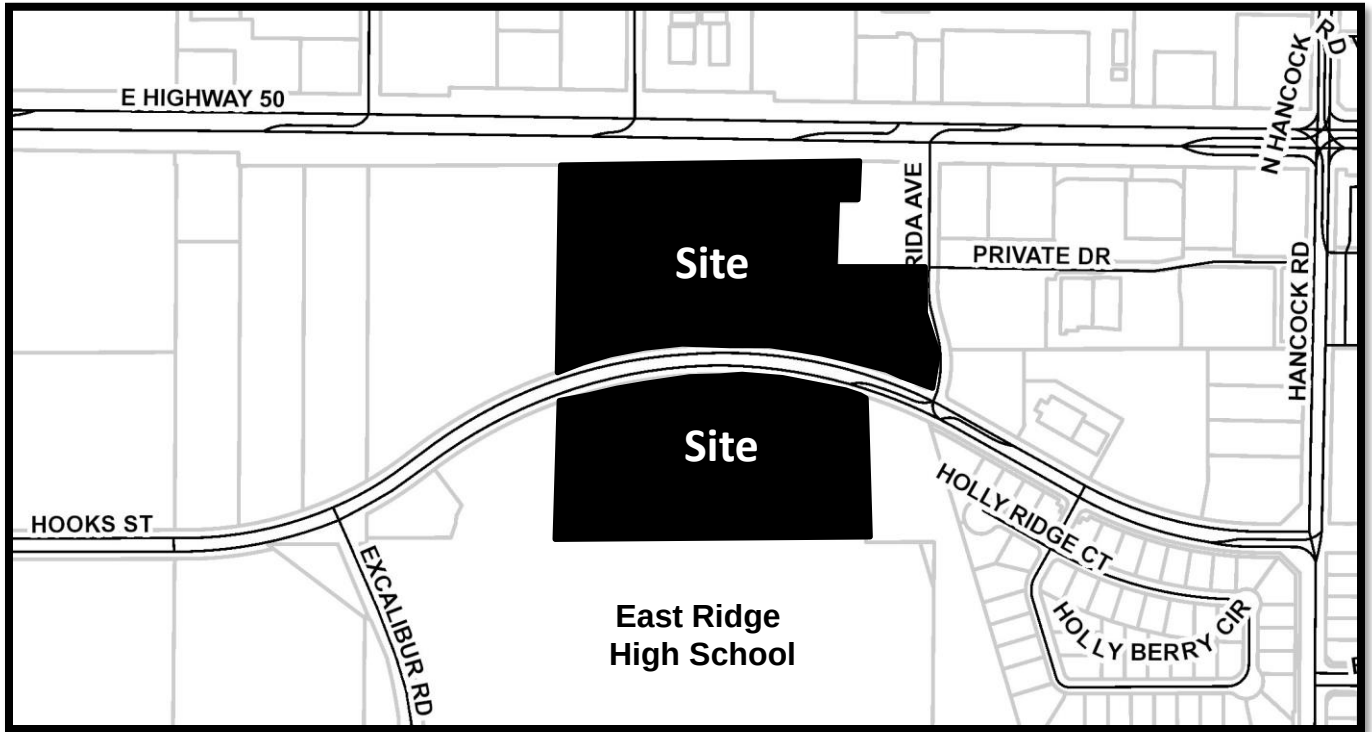


Exhibit - Location Map – The Vue PUD Rezoning Amendment





Future Land Use
2021-024

Before

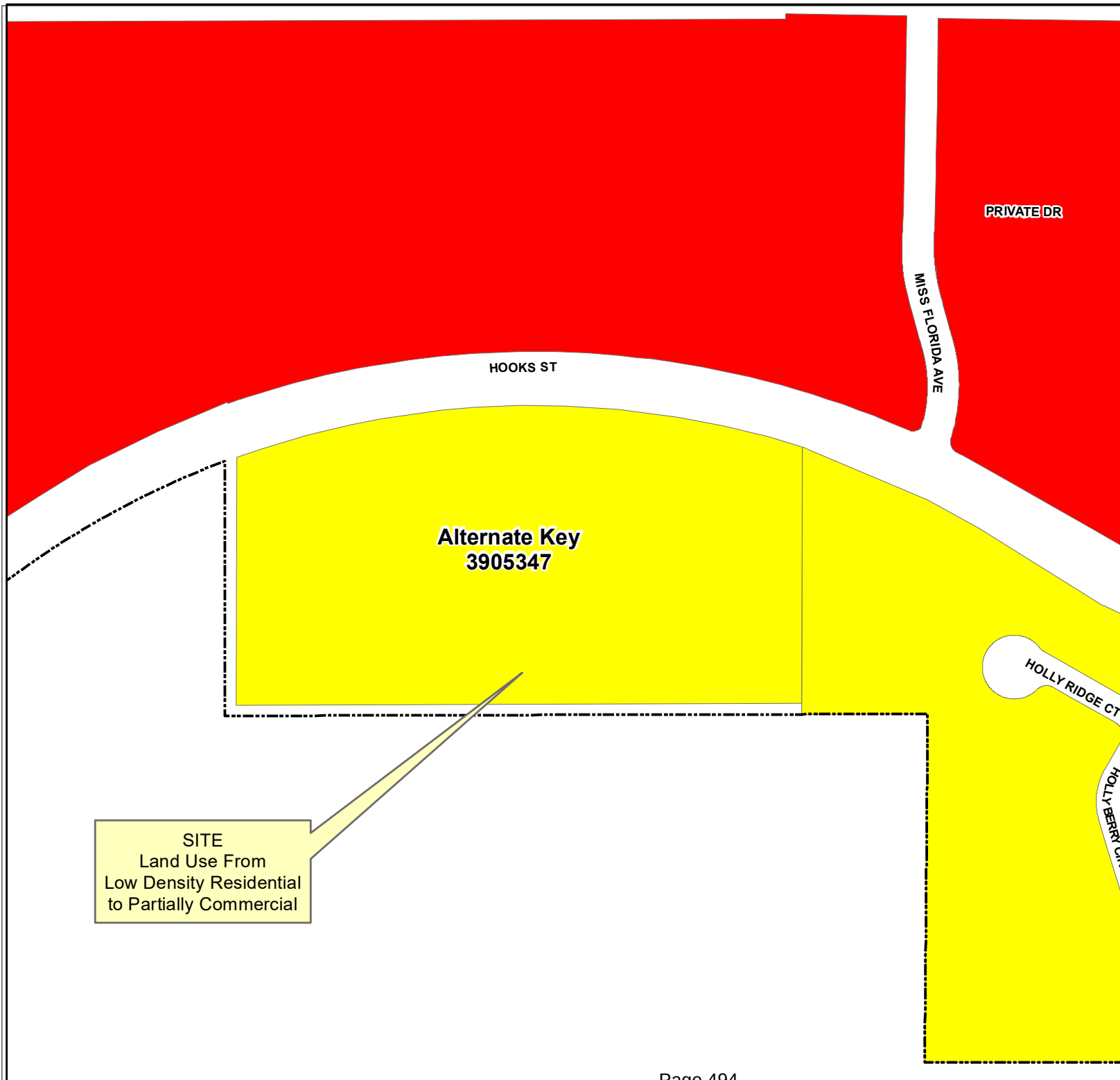
Legend

City Limits

Clermont FLU

Land Use

- Commercial
- Conservation
- Downtown MU
- High Density Residential
- Industrial
- Low Density Residential
- Master Planned Development
- Medium Density Residential
- Office
- Parks
- Public Fac/Institutional
- Residential/Office





Future Land Use
2021-024

After

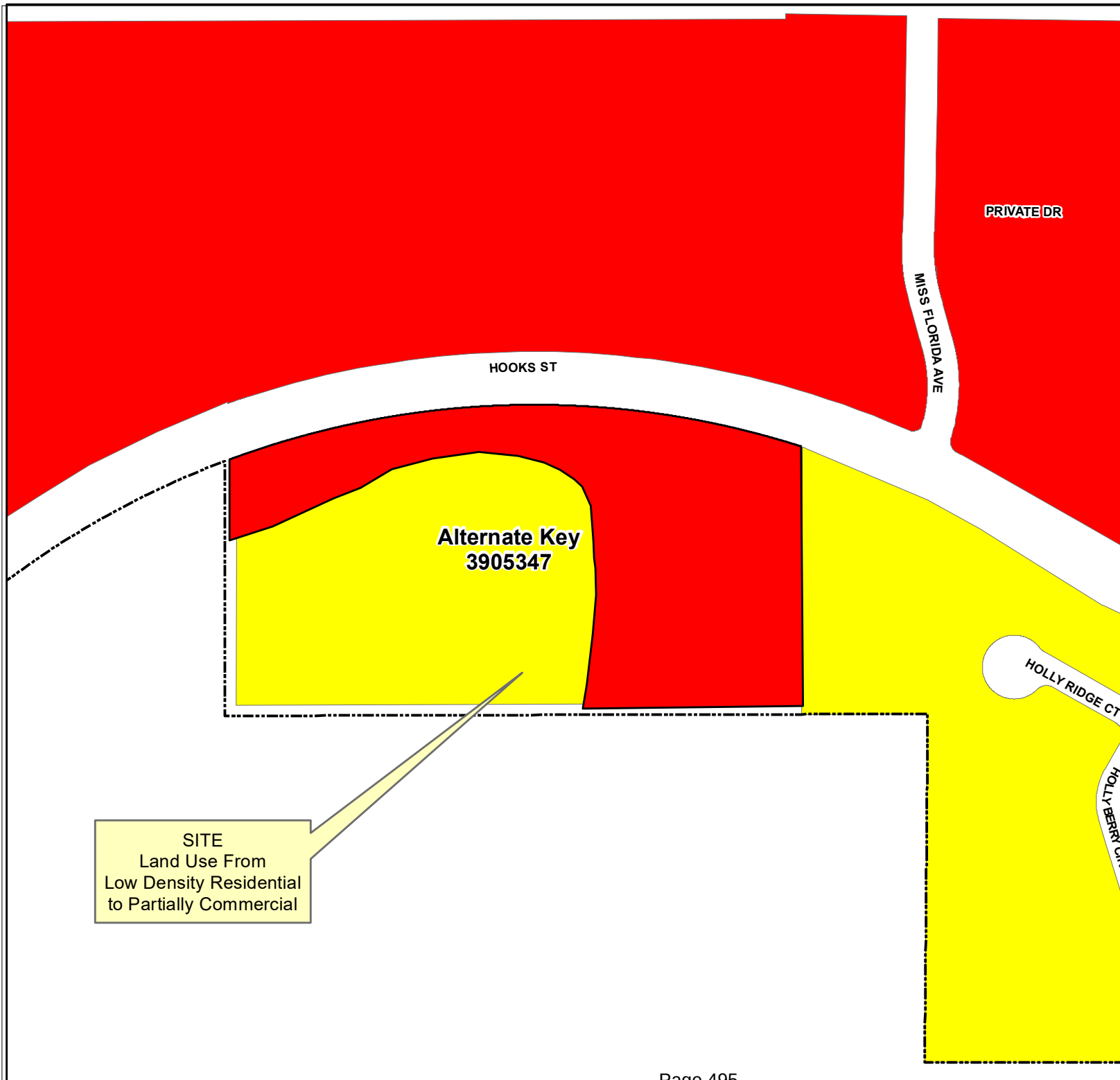
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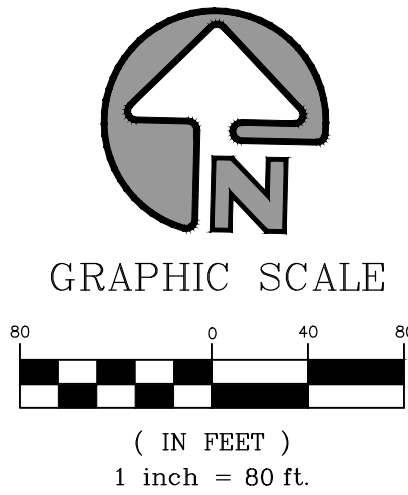
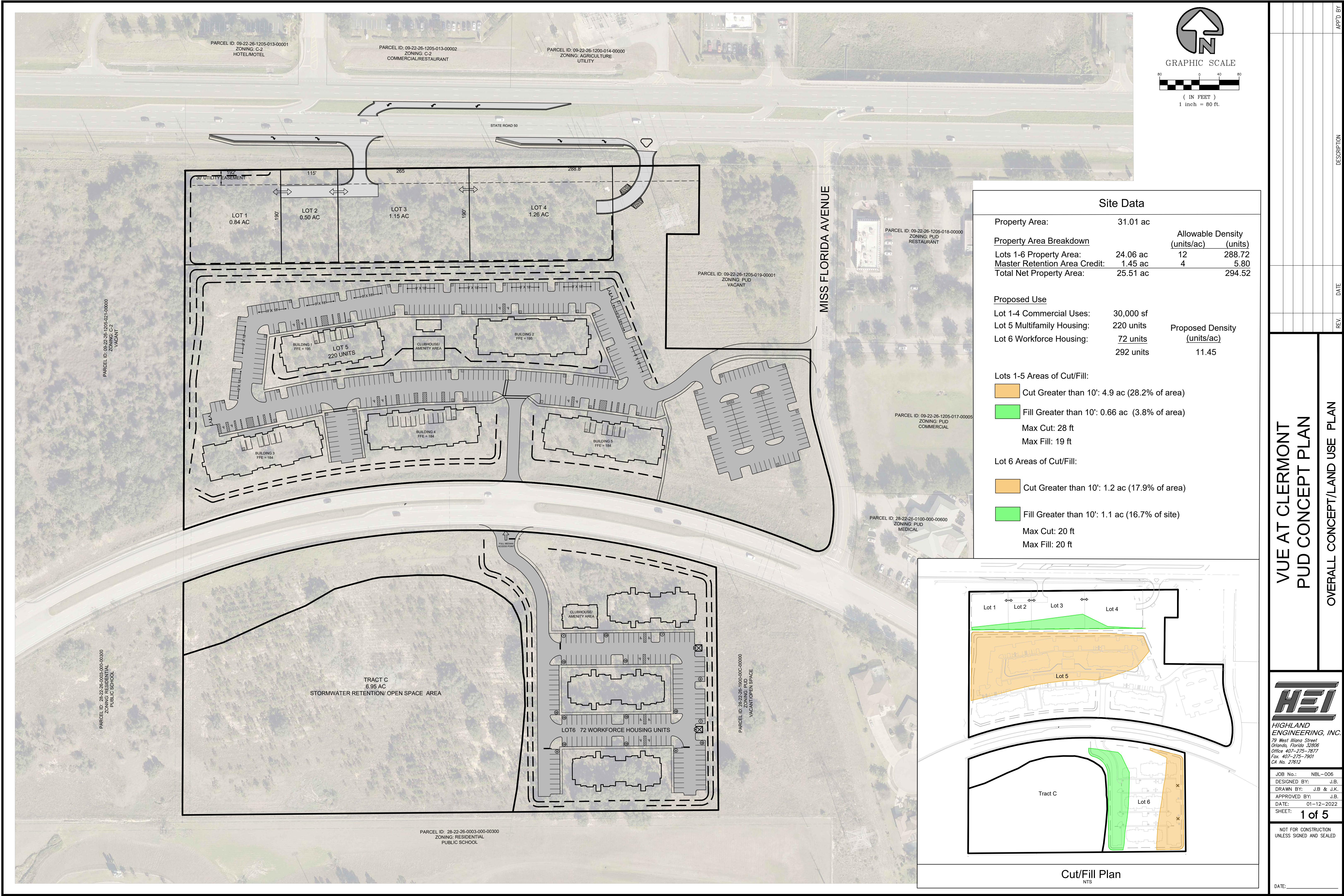
City Limits

Clermont FLU

Land Use

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- Downtown MU
- High Density Residential
- Industrial
- Low Density Residential
- Master Planned Development
- Medium Density Residential
- Office
- Parks
- Public Fac/Institutional
- Residential/Office



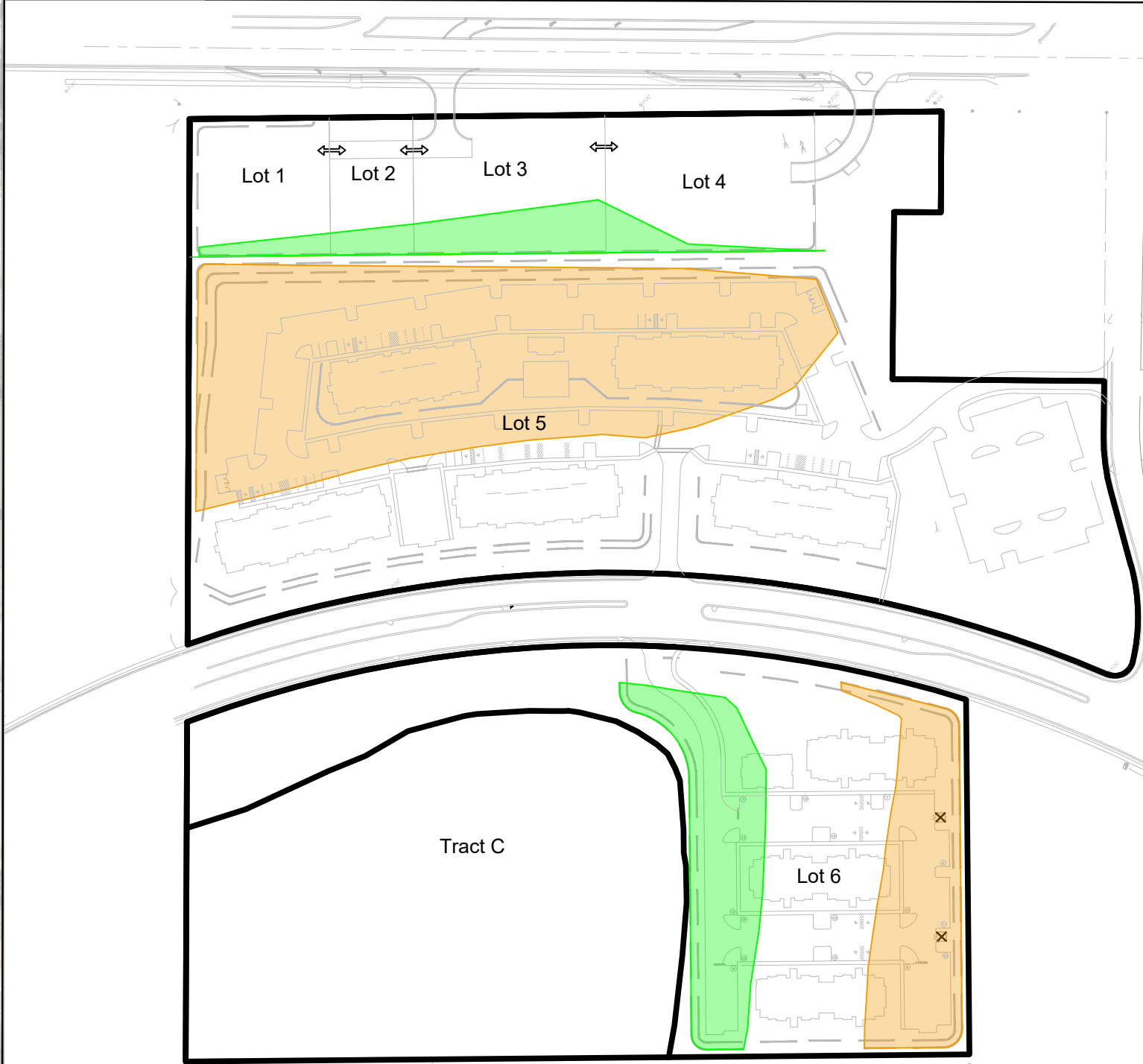


Site Data			
Property Area:	31.01 ac		
Property Area Breakdown		Allowable Density	
		(units/ac)	(units)
Lots 1-6 Property Area:	24.06 ac	12	288.72
Master Retention Area Credit:	1.45 ac	4	5.80
Total Net Property Area:	25.51 ac		294.52

Proposed Use		
Lot 1-4 Commercial Uses:	30,000 sf	
Lot 5 Multifamily Housing:	220 units	Proposed Density
Lot 6 Workforce Housing:	72 units	(units/ac)
	292 units	11.45

- Lots 1-5 Areas of Cut/Fill:
- Cut Greater than 10': 4.9 ac (28.2% of area)
 - Fill Greater than 10': 0.66 ac (3.8% of area)
- Max Cut: 28 ft
Max Fill: 19 ft

- Lot 6 Areas of Cut/Fill:
- Cut Greater than 10': 1.2 ac (17.9% of area)
 - Fill Greater than 10': 1.1 ac (16.7% of site)
- Max Cut: 20 ft
Max Fill: 20 ft



DATE: _____

REV. _____

DESCRIPTION _____

APPD BY _____

VUE AT CLERMONT
PUD CONCEPT PLAN
OVERALL CONCEPT/LAND USE PLAN

**HIGHLAND
ENGINEERING, INC.**
75 West Wilma Street
Orlando, Florida 32806
Office 407-275-7877
Fax 407-275-7901
CA No. 27612

JOB No.: NBL-006

DESIGNED BY: J.B.

DRAWN BY: J.B. & J.K.

APPROVED BY: J.B.

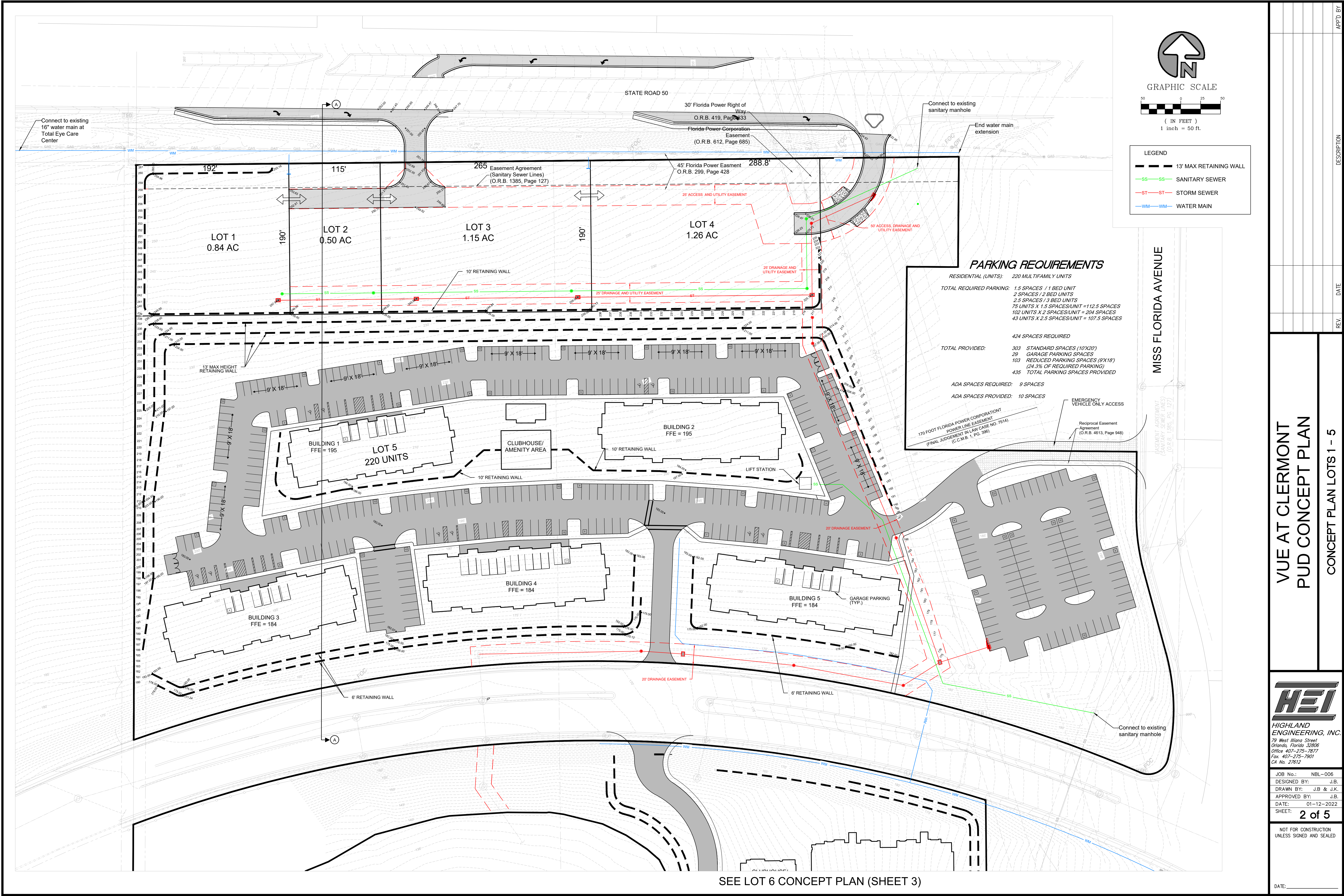
DATE: 01-12-2022

SHEET: 1 of 5

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE: _____

Page 496



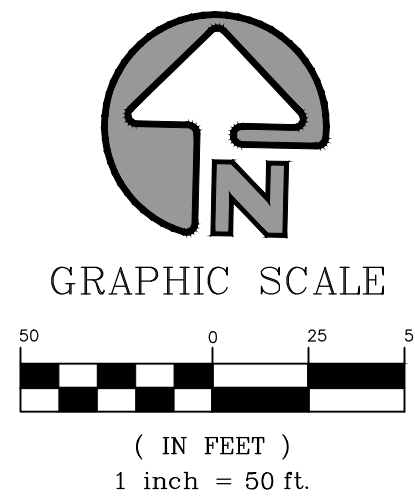
VUE AT CLERMONT
PUD CONCEPT PLAN
CONCEPT PLAN LOTS 1 - 5

HEI
HIGHLAND
ENGINEERING, INC.
75 West Wilma Street
Orlando, Florida 32806
Office 407-275-7877
Fax 407-275-7901
CA No. 27612

JOB No.:	NBL-006
DESIGNED BY:	J.B.
DRAWN BY:	J.B. & J.K.
APPROVED BY:	J.B.
DATE:	01-12-2022
SHEET:	2 of 5

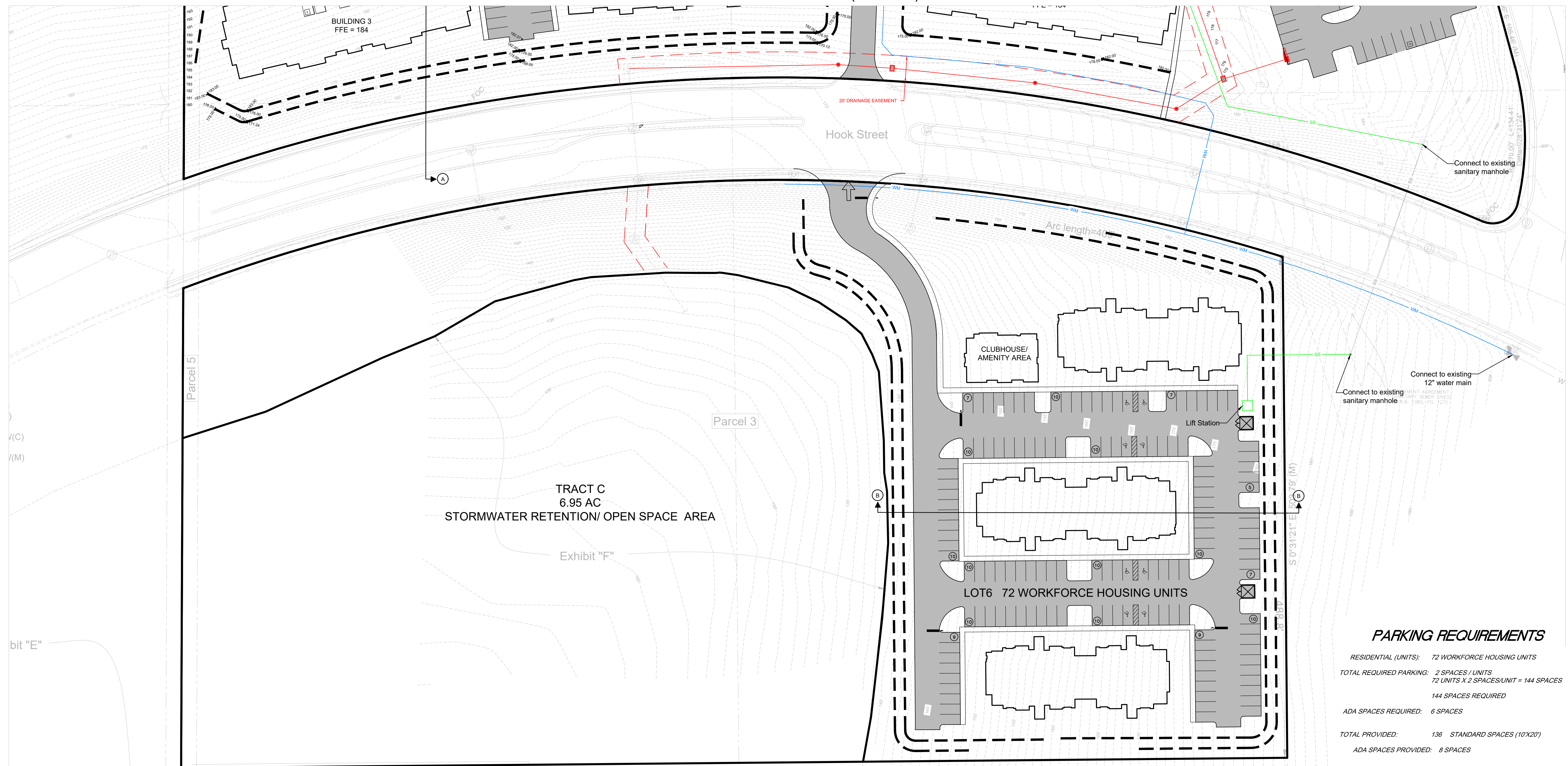
NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE:



LEGEND	
	13' MAX RETAINING WALL
	SANITARY SEWER
	STORM SEWER
	WATER MAIN

SEE LOT 5 CONCEPT PLAN (SHEET 2)



PARKING REQUIREMENTS	
RESIDENTIAL (UNITS):	72 WORKFORCE HOUSING UNITS
TOTAL REQUIRED PARKING:	2 SPACES / UNITS 72 UNITS X 2 SPACES/UNIT = 144 SPACES 144 SPACES REQUIRED
ADA SPACES REQUIRED:	6 SPACES
TOTAL PROVIDED:	136 STANDARD SPACES (10'X20')
ADA SPACES PROVIDED:	8 SPACES

SECONDARY ACCESS NOTE
A SECOND ENTRANCE TO PARCEL 6 SHALL BE INCLUDED AT SITE PLAN APPROVAL, IF FEASIBLE AND IF APPROVED BY LAKE COUNTY.

Exhibit "D"
Reciprocal Easement Agreement
O.R.B. 2011, Pages 1374 - 1385

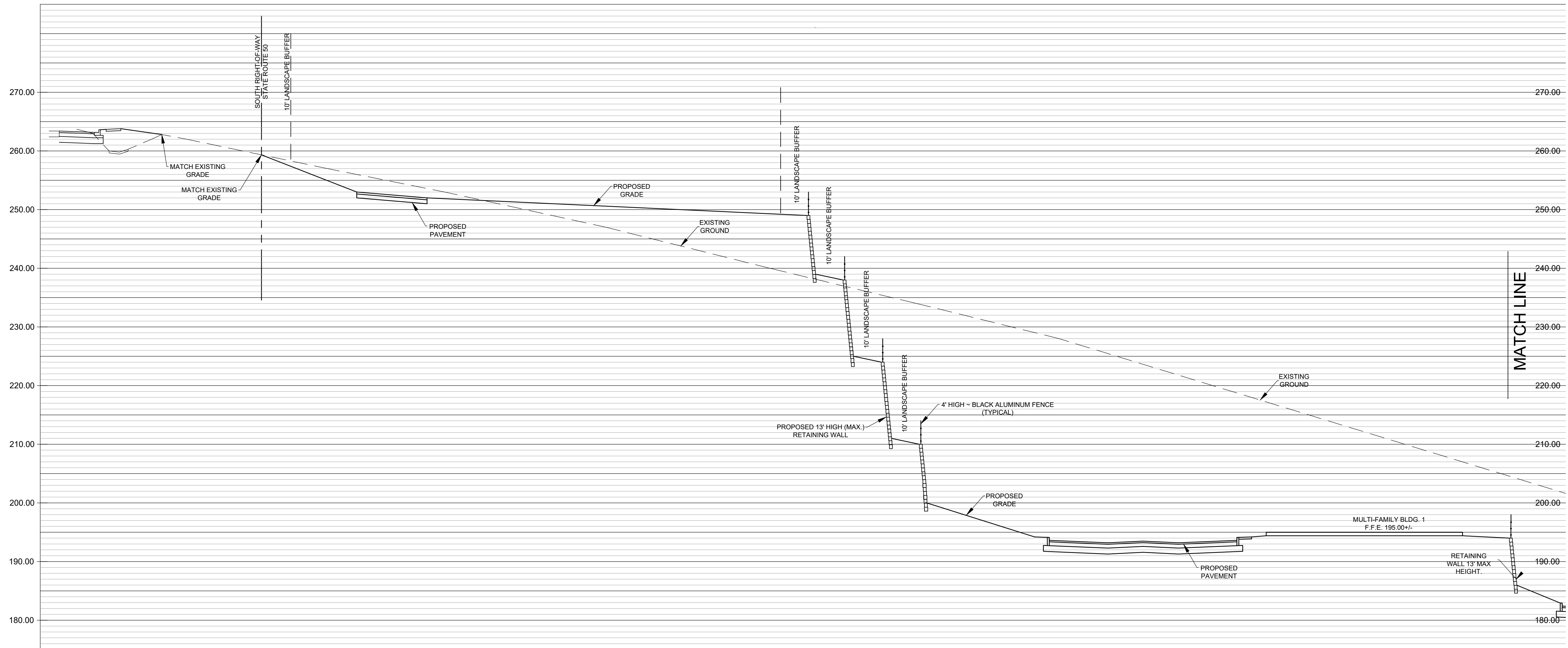
VUE AT CLERMONT PUD CONCEPT PLAN	
CONCEPT SITE PLAN - LOT 6	
DATE:	01-12-2022
REV.	
DESCRIPTION	
APPD BY	

HIGHLAND ENGINEERING, INC.
751 West Wilma Street
Orlando, Florida 32806
Office: 407-275-7877
Fax: 407-275-7901
CA No. 27612

JOB No.:	NBL-006
DESIGNED BY:	J.B.
DRAWN BY:	J.B. & J.K.
APPROVED BY:	J.B.
SHEET:	3 of 5

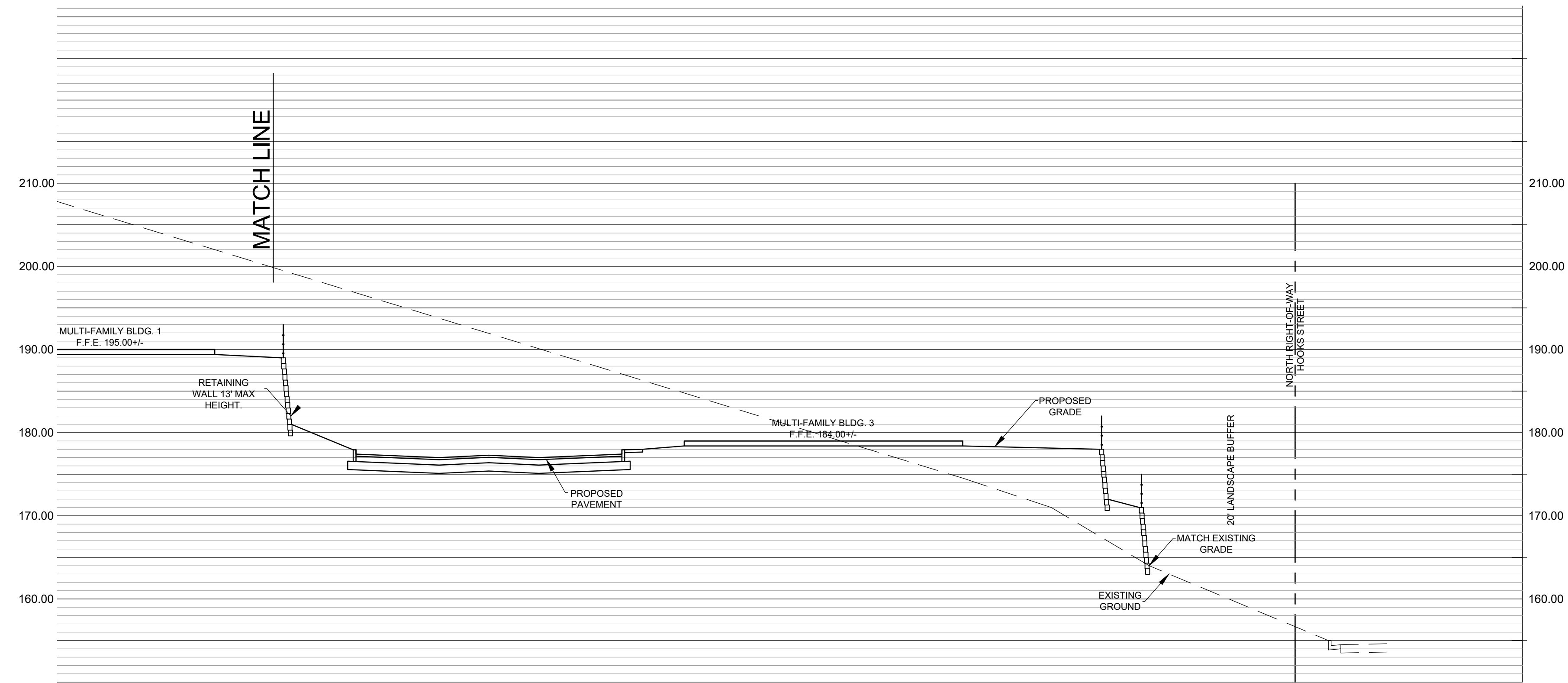
NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE:



LOTS 1 - 5 NORTH - SOUTH CROSS SECTION

SCALES:
 1" = 20' HORIZ.
 1" = 10' VERT.



LOTS 1 - 5 NORTH - SOUTH CROSS SECTION

SCALES:
 1" = 20' HORIZ.
 1" = 10' VERT.

REV.	DATE	DESCRIPTION	APP'D BY

**VUE AT CLERMONT
 PUD CONCEPT PLAN**

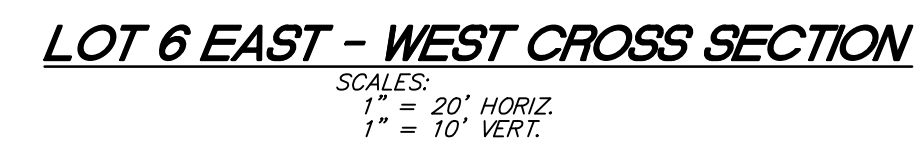
CROSS SECTIONS

HEI
 HIGHLAND
 ENGINEERING, INC.
 75 West Wilma Street
 Orlando, Florida 32806
 Office 407-275-7877
 Fax 407-275-7901
 CA No. 27612

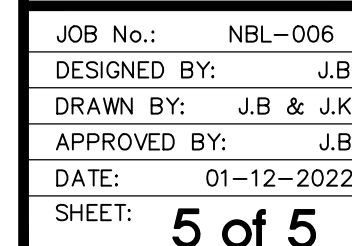
JOB No.:	NBL-006
DESIGNED BY:	J.B.
DRAWN BY:	J.B. & J.K.
APPROVED BY:	J.B.
DATE:	01-12-2022
SHEET:	4 of 5

NOT FOR CONSTRUCTION
 UNLESS SIGNED AND SEALED

DATE: _____



CROSS SECTIONS



DATE: _____

7. 1. 2017	8. 1. 2017	9. 1. 2017	10. 1. 2017	11. 1. 2017	12. 1. 2017	13. 1. 2017	14. 1. 2017	15. 1. 2017	16. 1. 2017	17. 1. 2017	18. 1. 2017	19. 1. 2017	20. 1. 2017	21. 1. 2017	22. 1. 2017	23. 1. 2017	24. 1. 2017	25. 1. 2017	26. 1. 2017	27. 1. 2017	28. 1. 2017	29. 1. 2017	30. 1. 2017	31. 1. 2017	1. 2. 2017	2. 2. 2017	3. 2. 2017	4. 2. 2017	5. 2. 2017	6. 2. 2017	7. 2. 2017	8. 2. 2017	9. 2. 2017	10. 2. 2017	11. 2. 2017	12. 2. 2017	13. 2. 2017	14. 2. 2017	15. 2. 2017	16. 2. 2017	17. 2. 2017	18. 2. 2017	19. 2. 2017	20. 2. 2017	21. 2. 2017	22. 2. 2017	23. 2. 2017	24. 2. 2017	25. 2. 2017	26. 2. 2017	27. 2. 2017	28. 2. 2017	29. 2. 2017	30. 2. 2017	31. 2. 2017	3. 3. 2017	4. 3. 2017	5. 3. 2017	6. 3. 2017	7. 3. 2017	8. 3. 2017	9. 3. 2017	10. 3. 2017	11. 3. 2017	12. 3. 2017	13. 3. 2017	14. 3. 2017	15. 3. 2017	16. 3. 2017	17. 3. 2017	18. 3. 2017	19. 3. 2017	20. 3. 2017	21. 3. 2017	22. 3. 2017	23. 3. 2017	24. 3. 2017	25. 3. 2017	26. 3. 2017	27. 3. 2017	28. 3. 2017	29. 3. 2017	30. 3. 2017	31. 3. 2017	1. 4. 2017	2. 4. 2017	3. 4. 2017	4. 4. 2017	5. 4. 2017	6. 4. 2017	7. 4. 2017	8. 4. 2017	9. 4. 2017	10. 4. 2017	11. 4. 2017	12. 4. 2017	13. 4. 2017	14. 4. 2017	15. 4. 2017	16. 4. 2017	17. 4. 2017	18. 4. 2017	19. 4. 2017	20. 4. 2017	21. 4. 2017	22. 4. 2017	23. 4. 2017	24. 4. 2017	25. 4. 2017	26. 4. 2017	27. 4. 2017	28. 4. 2017	29. 4. 2017	30. 4. 2017	1. 5. 2017	2. 5. 2017	3. 5. 2017	4. 5. 2017	5. 5. 2017	6. 5. 2017	7. 5. 2017	8. 5. 2017	9. 5. 2017	10. 5. 2017	11. 5. 2017	12. 5. 2017	13. 5. 2017	14. 5. 2017	15. 5. 2017	16. 5. 2017	17. 5. 2017	18. 5. 2017	19. 5. 2017	20. 5. 2017	21. 5. 2017	22. 5. 2017	23. 5. 2017	24. 5. 2017	25. 5. 2017	26. 5. 2017	27. 5. 2017	28. 5. 2017	29. 5. 2017	30. 5. 2017	31. 5. 2017	1. 6. 2017	2. 6. 2017	3. 6. 2017	4. 6. 2017	5. 6. 2017	6. 6. 2017	7. 6. 2017	8. 6. 2017	9. 6. 2017	10. 6. 2017	11. 6. 2017	12. 6. 2017	13. 6. 2017	14. 6. 2017	15. 6. 2017	16. 6. 2017	17. 6. 2017	18. 6. 2017	19. 6. 2017	20. 6. 2017	21. 6. 2017	22. 6. 2017	23. 6. 2017	24. 6. 2017	25. 6. 2017	26. 6. 2017	27. 6. 2017	28. 6. 2017	29. 6. 2017	30. 6. 2017	1. 7. 2017	2. 7. 2017	3. 7. 2017	4. 7. 2017	5. 7. 2017	6. 7. 2017	7. 7. 2017	8. 7. 2017	9. 7. 2017	10. 7. 2017	11. 7. 2017	12. 7. 2017	13. 7. 2017	14. 7. 2017	15. 7. 2017	16. 7. 2017	17. 7. 2017	18. 7. 2017	19. 7. 2017	20. 7. 2017	21. 7. 2017	22. 7. 2017	23. 7. 2017	24. 7. 2017	25. 7. 2017	26. 7. 2017	27. 7. 2017	28. 7. 2017	29. 7. 2017	30. 7. 2017	31. 7. 2017	1. 8. 2017	2. 8. 2017	3. 8. 2017	4. 8. 2017	5. 8. 2017	6. 8. 2017	7. 8. 2017	8. 8. 2017	9. 8. 2017	10. 8. 2017	11. 8. 2017	12. 8. 2017	13. 8. 2017	14. 8. 2017	15. 8. 2017	16. 8. 2017	17. 8. 2017	18. 8. 2017	19. 8. 2017	20. 8. 2017	21. 8. 2017	22. 8. 2017	23. 8. 2017	24. 8. 2017	25. 8. 2017	26. 8. 2017	27. 8. 2017	28. 8. 2017	29. 8. 2017	30. 8. 2017	31. 8. 2017	1. 9. 2017	2. 9. 2017	3. 9. 2017	4. 9. 2017	5. 9. 2017	6. 9. 2017	7. 9
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CITY OF CLERMONT

Staff Analysis Report

OWNER: AC Commercial Properties I, LLC and Highway 50, LLC

APPLICANT: Jimmy D. Crawford, Esq. with Crawford, Modica & Holt, Esq.

PROJECT NAME: The Vue – 2021 Amendment

REQUESTED ACTION: The applicant has two applications under consideration. The first application is for a Small Scale Comprehensive Plan Amendment to change a portion of the property from Low Density Residential to Commercial. The second request is for an amendment to PUD Ordinance 2017-24. The applicant is requesting these amendments to: (1) grant approval to construct multi-family units on the Hooks Street frontage and (2) to add approximately 6.72 acres South of Hooks Street to the PUD to be utilized for multi-family rental housing.

SIZE OF PARCEL: 31.01 +/-acres

LOCATION: Site located west of the Miss Florida Avenue and Hooks Street intersection, north and south of Hooks Street, directly north of the East Ridge High School baseball field.

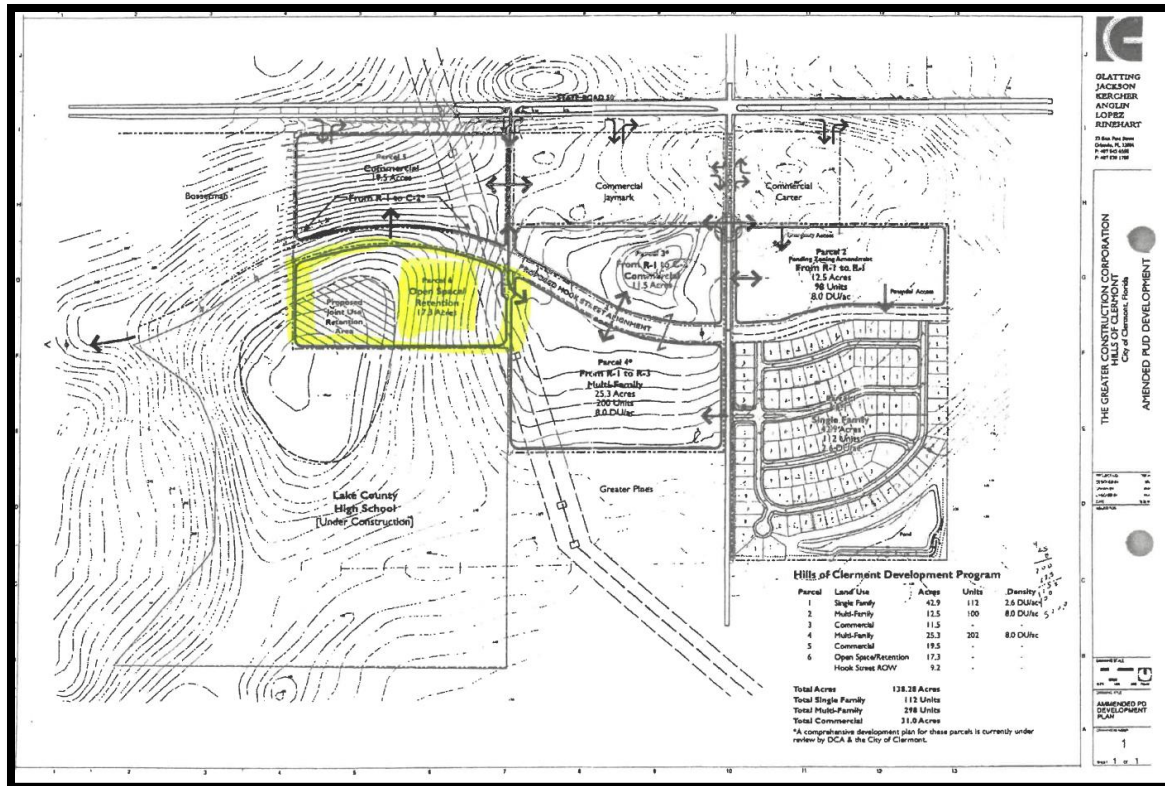
EXISTING ZONING: PUD Zoning, Ordinance 2017-24

EXISTING LAND USE: Vacant land

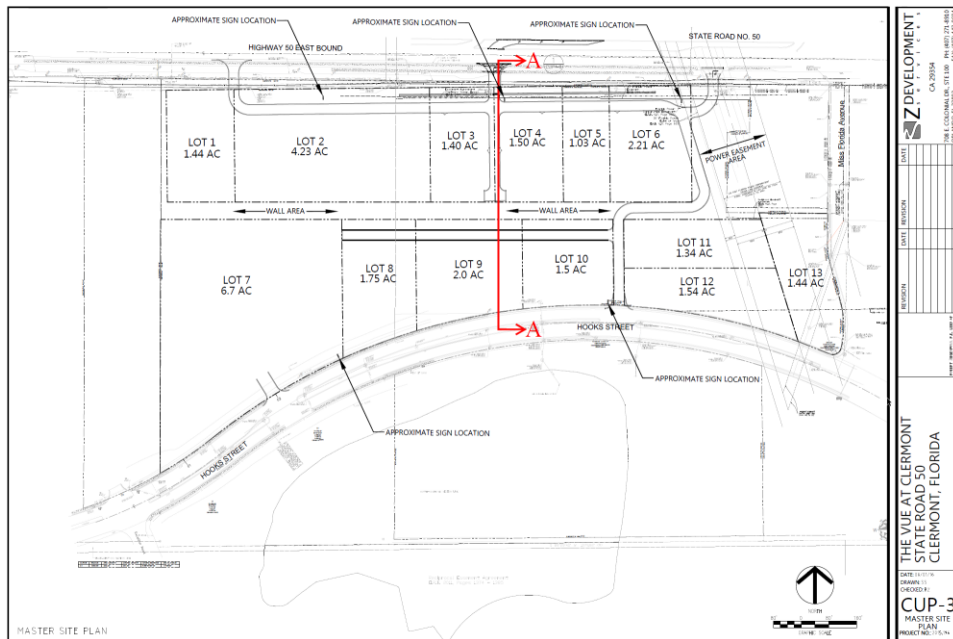
FUTURE LAND USE CATEGORY: Commercial and Low Density Residential

BACKGROUND

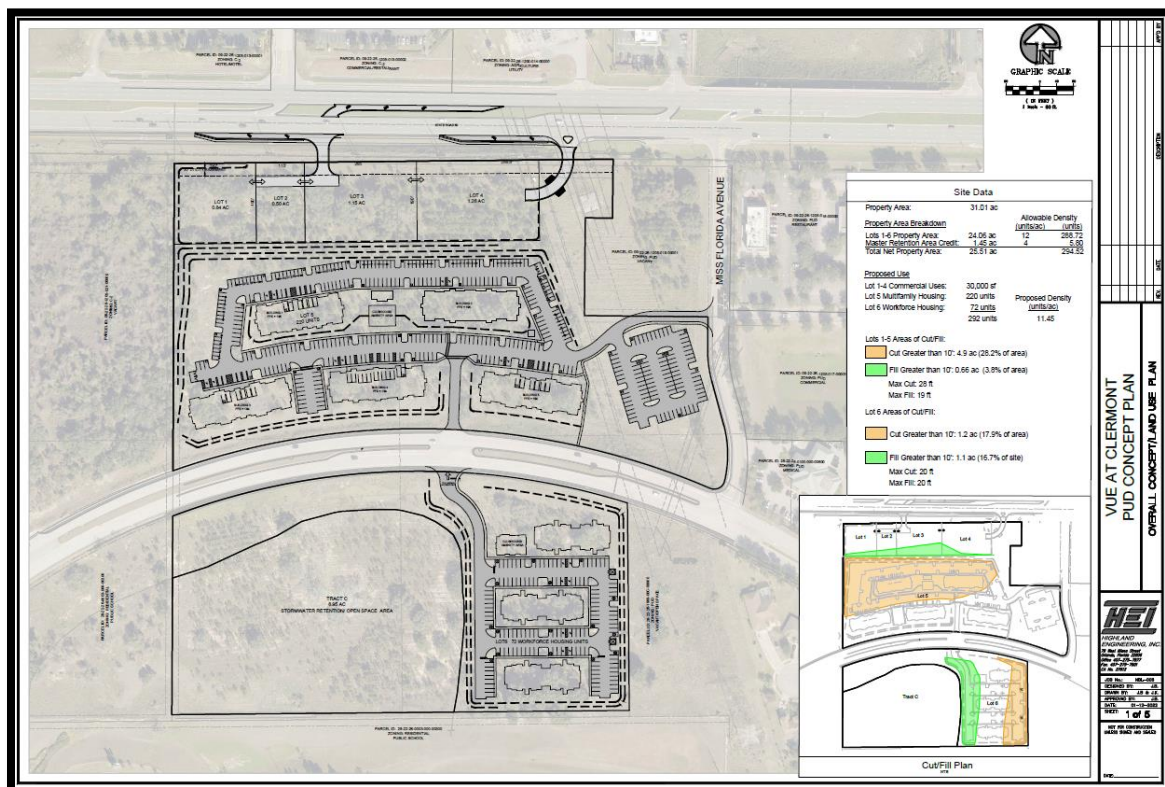
In 1998, under Resolution 1033, this property was included in a Planned Unit Development consisting of Single Family Residential and Commercial uses. The northern portion was designated for commercial use and the southern portion of Hooks Street was for stormwater/open space.



In 2016, an amendment was filed under Resolution 2016-15 to allow a mixture of multifamily and commercial on the piece north of Hooks Street along with the adjacent parcel to the west. City Council did approve this Resolution, but the owner did not move forward on construction. The owner requested to amend the development plan and in doing so, the previous multi-family permitted under Resolution 2016-15 was eliminated and the applicant was allowed C-2 General Commercial uses in the northern portion of the property. This is included in the current Ordinance 2017-24. The below site plan shows the master site plan and lots 1 through 13, which illustrates the intent to utilize the property for commercial uses. City Council added a condition in the approval stating that any development on Lots 7 through 13 would have to come back through the PUD amendment process before development could proceed.



The applicant has submitted development plans for lots 7 through 13. The proposed site plan, prepared by Highland Engineering, dated 1-12-2022, does not match up with the currently approved site plan.



A portion of a parcel to the south of Hooks Street has been included for multi-family housing that does not have any entitlements and is currently designated as stormwater/open space. Moreover, the applicant is requesting several waivers to the code in order to develop this portion of the property.

Small Scale Comprehensive Plan Amendment

The applicant is requesting an amendment to the Future Land Use Map to change a portion of a piece of property from Low Density Residential to Commercial. When reviewing requests for new Commercial Future Land Use designations, the Comprehensive Plan provides the following guidance:

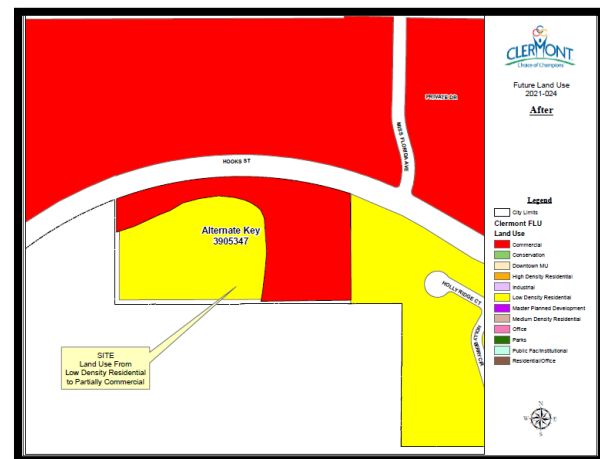
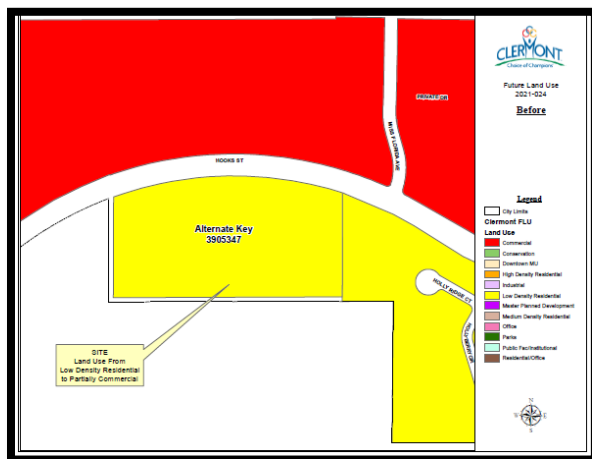
Objective 1.9: Commercial Land Use Category.

The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

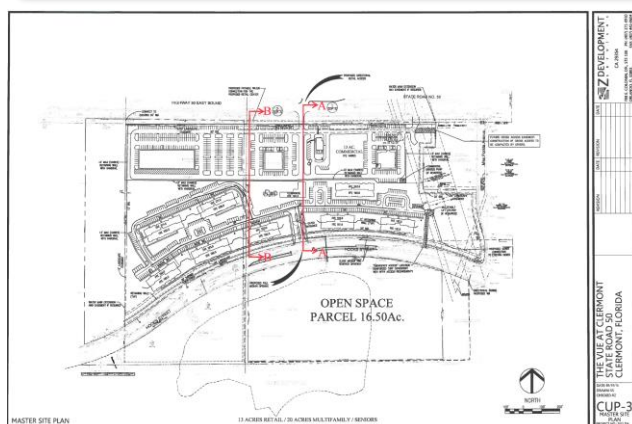
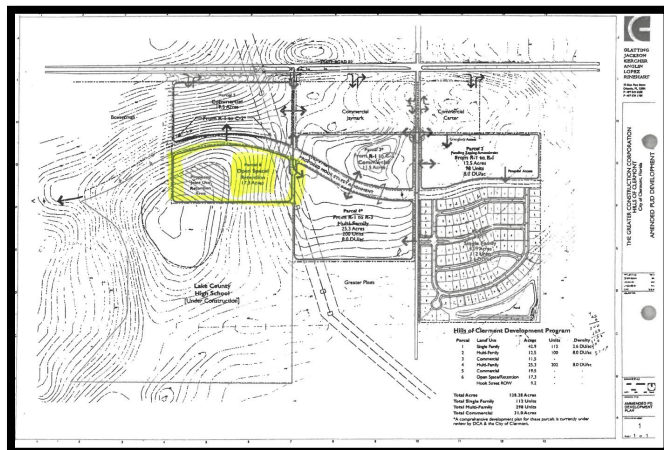
Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

The adopted Objective and Policy from the Comprehensive Plan do not support the applicant's request to utilize approximately 50 % of the land area for residential use. Commercial FLU lands are desired for employment and non-residential support uses.

Staff has reviewed the Future Land Use amendment request and finds the application also does not meet the requirements of Section 86-226 (3), Review Criteria. The request appears to be singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of that property and to the detriment of other property owners. The current Future Land Use map clearly shows property south of Hooks Street in this corridor is Single Family Residential. The applicant is requesting only a portion of the property for a Future Land Use change to the Commercial Future Land Use. The legal description provided for the requested amendment clearly indicates the property was carved out for the specific use of the multi-family request.



Finally, this parcel has always been designated as stormwater/open space. This is what has been conveyed to the public and staff over the years. There has been no data presented by the applicant to justify the modification of the Single Family FLU category and the elimination of the stormwater/open space designation.



PUD Amendment

The applicant is requesting a PUD amendment to add multi-family development within the project and to increase the multi-family acreage. Several waivers that were previously approved under Ordinance 2017-24 are now being extended to the property south of Hooks Street. The multi-family project to the north will consist of four story buildings. The project to the south will consist of three story buildings. The multi-family project to the north will be a separate project from the south project and developed by two different developers.

The overall project area is 31.01 acres. The multi-family proposal will consist of 292 total units. The applicant is requesting 220 multi-family units within the project on the north side of Hooks Street and 72 multi-family units on the south side of Hooks Street. The Workforce Density Bonus has been removed from consideration by the applicant and the original number of units requested has been reduced from 350 to 292 units. The overall project will be developed at a density of 11.45 units per acre.

The waivers previously approved under Ordinance 2017-24 include:

1. Elevation changes of up to 28 feet in height over the project site through the use of cut and fill.
2. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.
3. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of the parking requirements.
4. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for Multi-family and C-2 uses.
5. Shopping center signs shall be allowed to extend 15 feet above the adjacent D.O.T berm (the D.O.T. berm varies in height depending on location.)

The applicant is requesting the cut/fill waiver to be transferred to the property south of Hooks Street that is being added to the project for development. This was never presented to council for consideration in the past since this parcel was always designated as stormwater/open space. The cut/fill plan indicates that approximately 35% of the area for the south development plan will exceed the City's 10-foot limitation. Staff is not supportive of the cut/fill increase, as well as the overall percentage use of the Commercial FLU designation for residential use.

The additional waivers being requested are:

1. Elevation changes up to 20 feet in cut and 20 feet in fill with the inclusion of the parcel south of Hooks Street.
2. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site, with the inclusion of the parcel south of Hooks Street.

The Applicant has submitted the mandatory traffic study and it has been reviewed by the City's transportation consultant. A memo dated December 16, 2021 identifies the conditions that will be included in the ordinance to address the traffic concerns. The main comments are project access improvements (turn lanes) and a proportionate fair share cost to provide widening towards the Hancock Road corridor between SR 50 and Hartwood Marsh Road.

Summary

Staff is not in support of any increase in the waiver requests to the southern portion of the property. Approximately 35% of the southern site will have cut and fill over the 10 foot maximum. In addition, a secondary emergency access to the southern portion has not been provided on the updated conceptual site plan. The applicant is requesting a condition in the ordinance to address this during site review when more detailed engineering is performed or when a request to defer is made.

Finally, the applicant has requested the Future Land Use amendment from Low Density Residential to Commercial in order to increase residential density on the southern portion of the property. Previously, this portion of the site was designated as stormwater/open space and on the site plan in Ordinance 2017-24. The Low Density Residential Future Land Use allows stormwater/open space considerations of a project and was an applicable Future Land Use.

STAFF RECOMMENDATION:

Small Scale Amendment: The staff recommends denial of the proposed amendment because it fails to comply with Policy 1.9.1 of the Future Land Use Element and Section 86-226(3) of the Land Development Code. Staff recommends denial of Ordinance No. 2021-024.

PUD Amendment: Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The density and intensity of the project with the multi-family units has created an additional area of cut and fill. The proposed 49 foot high staggered retaining walls in the project does not preserve the natural topography. In addition, the secondary emergency access point on the southern portion has not been provided. Therefore, staff recommends denial of Ordinance No. 2021-025.

MEMORANDUM

Date: December 16, 2021

Project #: 24449.09

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP and Phillip Haas, PE

Project: Vue at Clermont Revised TIA

Subject: TIA Improvements Summary

This memorandum has been prepared to document a summary of the transportation improvements identified in the Traffic Impact Analysis for the Vue at Clermont. The revised TIA report was completed by Traffic Impact Group, LLC and is dated December 6, 2021. The project proposes to build a 3,500 sq ft dental office, a 1,500 sq ft retail unit, a 1,600 sq ft coffee shop with drive-through, a 9,100 sq ft urgent care, 6,500 sq ft of retail, a 220-unit apartment complex, and a 72-unit apartment complex. The commercial portion of the development will have access on SR 50 at two locations. The apartment complexes will have access on Hooks Street and gated, emergency-only access to Miss Florida Avenue.

The revised traffic study sufficiently addresses the comments provided. The following improvements were identified as part of the study and should be incorporated into the conditions for approval:

Project Access Improvements

- SR 50 & Access A
 - Construct westbound left-turn lane with 100 feet of storage and 290 feet of deceleration distance
 - Construct eastbound right-turn lane
- SR 50 & Access B
 - Construct eastbound right-turn lane
- Hooks Ave
 - Construct westbound left-turn lane

Proportionate Share (Roadway Segments Over Adopted LOS Thresholds)

- Proportionate fair share for the widening of Hancock Rd from Hooks St to Johns Lake Rd

Choice of Champions
CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

PAID
CC
(1297.00)
* 1329.43

DATE: June 29, 2021

FEE: \$755.00

Project Name (if applicable): The Vue

Applicant: Jimmy D. Crawford, Esq.

Contact Person: Jimmy Crawford or Jennifer Cotch

Address: 702 W. Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-432-8644 Fax: 352-432-8699

E-Mail: jcrawford@cmhlawyers.com and jcotch@cmhlawyers.com

OWNER: AC Commercial Properties I, LLC

Address: 1760 Fennell Street, Suite 200

City: Maitland State: FL Zip: 32751

Phone: 407-312-6356 Fax: _____

E-Mail: jamoore@accommercial.com

General Location: North of East Ridge High School, South of Hooks Street, West of Hancock Road, East of Excalibur Road

Legal Description (include copy of survey): Please see attached.

Property size (in acres or square feet): 6.6 +/- acres

Flood hazard area (yes) _____ and approx. acreage _____ (no) XXX

Existing (Actual) Land Use: Vacant

Existing Zoning: PUD

Existing Future Land Use: Low Density Residential

Proposed Future Land Use: Commercial

Type of development proposed: Multi-family residential



Proposed density (dwelling units/acre) or intensity: 12 dwelling units/acre

Proposed Zoning District: PUD

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

Please find enclosed Statement of Support.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-0219
(352) 394-4083 Fax: (352) 394-3542



STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jimmy D. Crawford, Esq., who being

by me first duly sworn on oath, deposes and says:

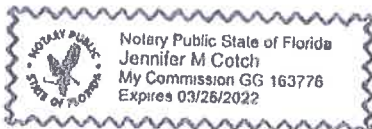
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Commercial to PUD for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Jimmy D. Crawford, Esq.
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 24th day of June, 2021.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: _____



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jonathan Moore, as Manager of AC Commercial Properties I, LLC, who being

by me first duly sworn on oath, deposes and says:

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Commercial to PUD for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Jimmy D. Crawford, Esq. to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Jonathan Moore
Affiant - Applicant Name (print)

X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this _____ day of _____, 2021.

X _____
Notary Public, State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"

Description of Properties

Parcel ID: 09-22-26-1205-019-00000

Legal Description:

A PORTION OF TRACTS 29 AND 30, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

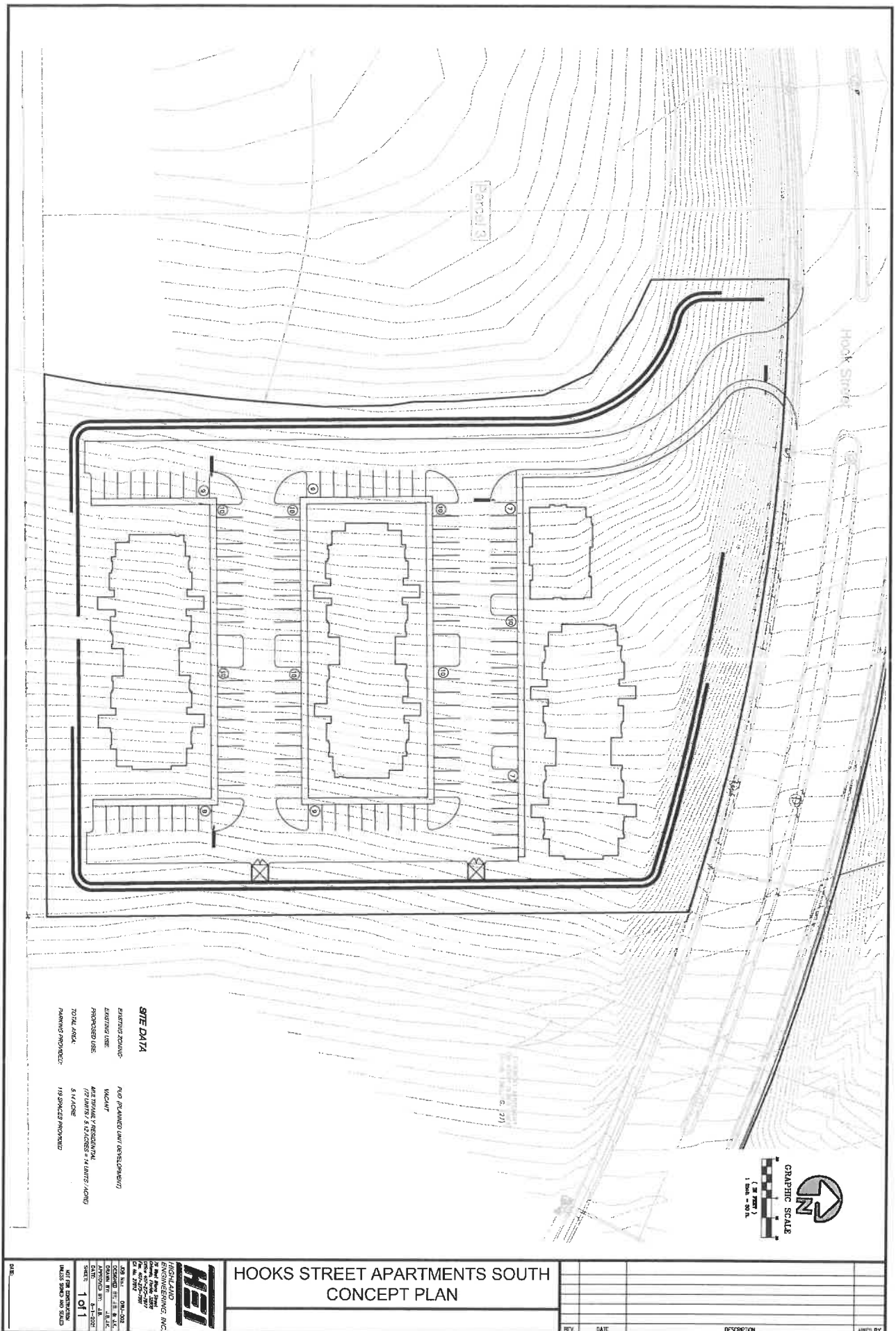
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 01° 07' 06" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE NORTH 89° 06' 23" WEST, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50. (RIGHT-OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070), SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT 19; NORTH 89° 29' 29" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, SAID RIGHT-OF-WAY LINE ALSO BEING THE NORTH LINE OF AFORESAID TRACT 19, A DISTANCE OF 247.61 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE DEPARTING SAID NORTH LINE OF TRACT 19 AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, AS IT CURRENTLY EXISTS, RUN SOUTH 89° 25' 03" WEST, A DISTANCE OF 13.22 FEET TO A POINT, THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00° 31' 43" EAST, A DISTANCE OF 810.31 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, ACCORDING TO OFFICIAL RECORD BOOK 2010, PAGE 316 AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00° 31' 43" EAST, A DISTANCE OF 488.84 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 30; THENCE ALONG SAID SOUTH LINE OF TRACT 30 RUN SOUTH 89° 28' 17" WEST, A DISTANCE OF 414.01 FEET TO A POINT ON THE LIMITS OF EXHIBIT "F", ACCORDING TO OFFICIAL RECORD BOOK 2011, PAGES 1374 - 1385, AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EXHIBIT "F" RUN THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

(1) NORTH 10° 08' 26" E, A DISTANCE OF 44.71 FEET; (2) NORTH 06° 25' 18" EAST, A DISTANCE OF 96.44 FEET; (3) NORTH 04° 35' 47" EAST, A DISTANCE OF 73.34 FEET; (4) NORTH 01° 13' 39" WEST, A DISTANCE OF 50.70 FEET; (5) NORTH 08° 35' 38" WEST, A DISTANCE OF 18.39 FEET; (6) NORTH 00° 49' 27" WEST, A DISTANCE OF 31.39 FEET; (7) NORTH 04° 06' 29" WEST, A DISTANCE OF 67.50 FEET; (8) NORTH 24° 32' 13" WEST, A DISTANCE OF 40.66 FEET; (9) NORTH 48° 54' 30" WEST, A DISTANCE OF 20.21 FEET; (10) NORTH 56° 25' 05" WEST, A DISTANCE OF 31.65 FEET; THENCE RUN (11) NORTH 64° 21' 22" WEST, A DISTANCE OF 32.96 FEET; (12) NORTH 76° 08' 43" WEST, A DISTANCE OF 49.91 FEET; THENCE RUN (14) NORTH 84° 09' 50" WEST, A DISTANCE OF 73.93 FEET; (15) SOUTH 82° 00' 50" WEST, A DISTANCE OF 88.19 FEET; THENCE RUN (16) SOUTH 74° 59' 30" WEST, A DISTANCE OF 79.78 FEET; (17) SOUTH 59° 52' 00" WEST, A DISTANCE OF 67.76 FEET; THENCE RUN (17) SOUTH 67° 38' 10" WEST, A DISTANCE OF 55.50 FEET; (18) SOUTH 65° 13' 47" WEST, A DISTANCE OF 125.15 FEET; THENCE RUN (19) SOUTH 72° 17' 15" WEST, A DISTANCE OF 85.35 FEET TO A POINT SAID POINT BEING A POINT ON THE CENTERLINE OF A UNNAMED RIGHT-OF-WAY, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING VACATED PER CITY ORDINANCE NUMBER 2016-21;

THENCE DEPARTING SAID LINE OF EXHIBIT "F", AND ALONG SAID CENTERLINE OF VACATED UNNAMED RIGHT-OF-WAY RUN NORTH 00° 15' 44" EAST, A DISTANCE OF 146.25 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET, TOGETHER WITH A CHORD BEARING OF NORTH 88° 38' 03" EAST AND DISTANCE OF 1073.30, AND A CENTRAL ANGLE OF 37° 57' 48"; THENCE DEPARTING SAID CENTERLINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN ALONG SAID CURVE A DISTANCE OF 1093.26 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

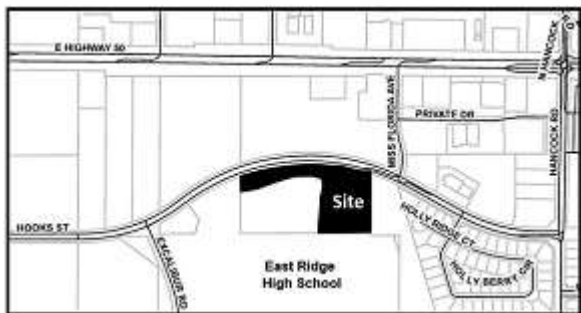
CONTAINING 288,770.80 SQ. FT. OR 6.63 ACRES



CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE Small Scale Comprehensive Plan Amendment ORDINANCE NO. 2021-024

The Clermont Planning and Zoning Commission will hold a public meeting on Tuesday, September 7, 2021 at 6:30 P. M., and a public meeting will be held before the Clermont City Council on Tuesday, September 28, 2021 at 6:30 P.M. for the (final reading of the adoption ordinance) to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 6.63 +/- acre parcel below from Clermont Low Density Residential to Clermont Commercial Land Use Designation. (Portion of Alternate Key #3905347).



Location:

Site located west of the Miss Florida Avenue and Hooks Street intersection, south of Hooks Street, directly north of the East Ridge High School baseball field.

Portion of Alternate Key #3905347

6.63 +/- Acres

Ordinance 2021-024

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE-SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

The public hearings are held in the Council Chambers of City Hall, located at 685 W. Montrose Street, and are open to public comment. The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 A.M. and 5 P.M. Monday through Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public meetings.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

August 23, 2021 and September 13, 2021

Tracy Howe

From: Curt Henschel
Sent: Wednesday, October 20, 2021 3:19 PM
To: Tracy Howe
Subject: Fwd: Vue

Sent from my iPad

Begin forwarded message:

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Date: October 20, 2021 at 1:47:53 PM EDT
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: "John E. Kruse" <jekruse@clermontfl.org>, Jennifer Cotch <jcotch@cmhlawyers.com>
Subject: RE: Vue

Dear Curt and John: Please consider this as the Vue of Clermont's official request (AC Commercial Properties, LLC) to postpone the Second Reading at city Council from October 26th, to November 9, 2021.

Additionally, please consider this a request to DROP our request for a workforce housing density bonus on the project – we will ask for 12-units per acre + the pro-rata share of the drainage basin acreage in the stormwater pond parcel.

Jennifer will work with you next week to agree on those numbers.

We will be submitting revised Concept Plans, grading and wall waiver drawings and information, and Traffic Impact Analysis, considering the reduction in units requested.

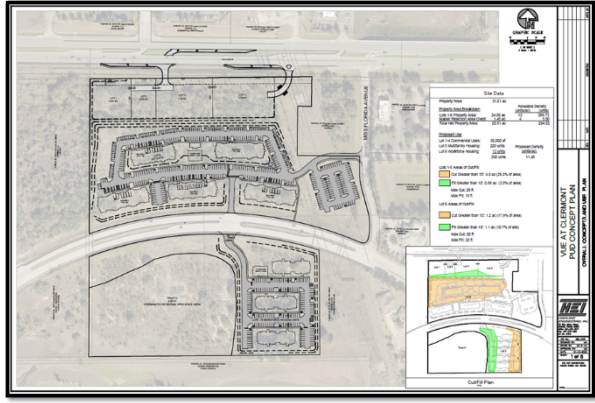
Thank you.

Jimmy

Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail

AGENDA ITEM

Meeting Date	
Tuesday, January 25, 2022	
Agenda Item Name	
Ordinance No. 2021-025 <i>Final</i> <i>The Vue Rezoning</i>	
Requested Action	
Recommend denial of Ordinance 2021-025	
Staff Report	
The applicant has two applications under consideration. The first application is for a companion Small Scale Comprehensive Plan Amendment to change the Future Land Use designation on a portion of the property from Low Density Residential to Commercial. The second request is for an amendment to PUD Ordinance 2017-24. The applicant is requesting these amendments to: (1) grant approval to construct multi-family units on the Hooks Street frontage and (2) to add approximately 6.7 acres South of Hooks Street to the PUD to be utilized for multi-family use as well.	
The project, approximately 31 acres, is located west of the Miss Florida Avenue and Hooks Street intersection, north and south of Hooks Street, directly north of the East Ridge High School baseball field.	
	
Several waivers that were previously approved under Ordinance 2017-24 are now being extended to the property south of Hooks Street. The multi-family project to the north will consist of four-story buildings. The project to the south will consist of three-story buildings. The multi-family project to the north will be a separate project from the south project and developed by two different developers.	
The overall project area is 31.01 acres. The multi-family proposal will consist of 292 total units. The applicant is requesting 220 multi-family units within the project on the north side of Hooks Street and 72 multi-family units on the south side of Hooks Street. The Workforce Density Bonus has been removed from consideration by the applicant and the original number of units requested has been reduced from 350 to 292 units. The overall project will be developed at a density of 11.45 units per acre.	
The applicant is requesting the cut/fill waiver to be transferred to the property south of Hooks Street that is being added to the project for development. This was never presented to council for consideration in the past since this parcel was always designated as stormwater/open space. The cut/fill plan indicates approximately 35% of the area for the south development plan will exceed the City's 10-foot limitation. In addition, a terraced retaining wall is being proposed on this portion of the site. The cross sections indicate the walls could be up to 13 feet in height. Staff is not supportive of the cut/fill increase, as well as the overall percentage use of the Commercial FLU designation for	

residential use.

The Applicant has submitted the mandatory traffic study and it has been reviewed by the City's transportation consultant. A memo dated December 16, 2021 identifies the conditions that will be included in the ordinance to address the traffic concerns. The main comments are project access improvements (turn lanes) and a proportionate fair share cost to provide widening towards the Hancock Road corridor between SR 50 and Hartwood Marsh Road.

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The density and intensity of the project with the multi-family units has created an additional area of cut and fill. The proposed 49 foot high staggered retaining walls in the project does not preserve the natural topography. In addition, the secondary emergency access point on the southern portion has not been provided. Therefore, staff recommends denial of Ordinance No. 2021-025. *The Planning and Zoning Commission recommended denial, 6-1.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|-----|--|--|
| 1. | Ord 2021-025 - The VUE Rezoning (01.18.2022 V3) - R&F BL | Ord 2021-025 - The VUE Rezoning (01.18.2022 V3) - R&F BL.pdf |
| 2. | The VUE Maps | The VUE Maps.pdf |
| 3. | Vue at Clermont PUD Concept Plan - 1-12-2022 | Vue at Clermont PUD Concept Plan - 1-12-2022.pdf |
| 4. | Staff Analysis The VUE V8 | Staff Analysis The VUE V8.pdf |
| 5. | 2021-12-16_Clermont Vue TIA Comments | 2021-12-16_Clermont Vue TIA Comments.pdf |
| 6. | Renderings provided at PZ | Renderings provided at PZ.pdf |
| 7. | REZ Application | REZ Application.pdf |
| 8. | Rezoning-Application-_Highway 50-2 | Rezoning-Application-_Highway 50-2.pdf |
| 9. | Legal ad 2021-25 | Legal ad 2021-25.pdf |
| 10. | TheVue | TheVue.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2021-025

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the east 1/4 corner of said Section 28; thence run north 00°42'51" east along the east line of the northeast 1/4 of said Section 28 for a distance of 664.12 feet to the northeast corner of the south 1/4 of the northeast 1/4 of said Section 28; thence run south 89°24'16" west along the north line of said south 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave westerly having a radius of 270.00 feet and a chord bearing of south 01°23'58" west and the Point of Beginning; thence run southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave northwesterly having a radius of 25.00 feet and a chord bearing of south 63°07'26" west; thence run southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, Page 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, Page 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of Highway 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly having a radius of 270.00 feet and a chord bearing of south 12°51'43" east; thence run southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in ORB 4613, Page 945, described as follows: A portion of the southwest 1/4 of the northeast 1/4 of Section 28, Township 22 South, Range 26 East,



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Lake County, Florida, described as follows: Commence at the northeast corner of said Section 28; thence S01°07'06"W along the east line of said northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the south right-of-way line of Highway 50. (Right-of-way varies per right-of-way map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the Point of Beginning; thence S00°51'39"W, along the west right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet west of the east line of said southwest 1/4 of the northeast 1/4 of Section 28 and the east line of Tract 19 of Lake Highlands Company, according to the plat thereof as recorded in PB 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the south line of an unnamed unimproved street, also being the north line of said Tract 19; thence N89°50'25"E, along the north line of said Tract 19, a distance of 42.23 feet to a point on said south right-of-way line of Highway 50; thence S89°06'23"E, along said south right-of-way line of Highway 50, a distance of 185.01 feet to the Point of Beginning. Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain Non-Exclusive Ingress-Egress Easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in ORB 4613, Page 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, of the Public Records of Lake County, Florida; Less that portion lying within and north of the right of way for Hook Street.

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of Highway 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning. Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow:

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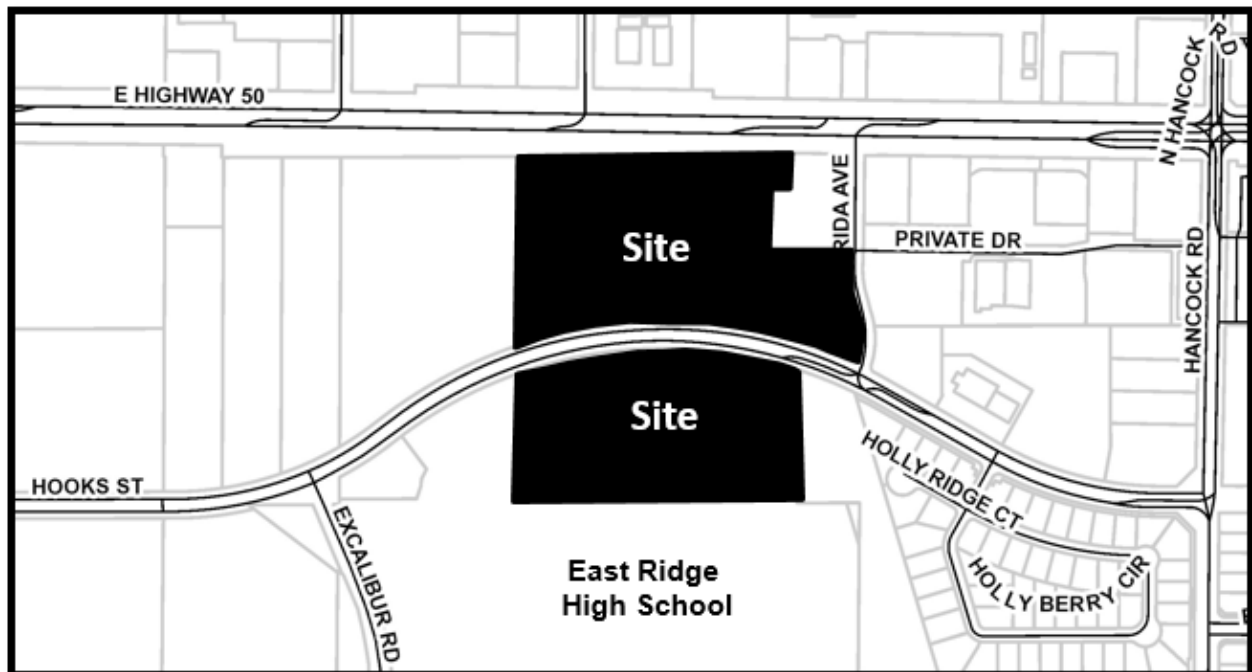
commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hooks Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet. Containing 0.32 acres, more or less.

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346). CONTAINING 30.66 Acres +/-

LOCATION

Site located west of the Miss Florida Avenue and Hooks Street intersection,
North and south of Hooks Street, directly north of the
East Ridge High School baseball field.
Alternate Key #3905347, 3334566, & 3927260
30.66 +/- Acres





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REQUESTED ACTION:

**To amend Ordinance No. 2017-24 to add multifamily projects to the
Planned Unit Development consisting of up to 292 units**

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development to allow for a multi-family residential Planned Unit Development along with C-2 General Commercial uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest and this Ordinance shall repeal and replace Ordinance 2017-14.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Highland Engineering, Inc., dated 01-12-2022, PUD Concept Plan. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. The PUD Concept Plan, lots 1, 2, 3, and 4 fronting on Highway 50 will be permitted for C-2 General Commercial Use. Lots 5 and 6 will be permitted for multi-family use, as indicated on the PUD Concept Plan. A total of up to 220 units on Lot 5 shall be permitted. A total of up to 72 units on Lot 6 shall be permitted. The project will have a maximum of 292 multi-family units.
2. Setbacks for Multi-family and Commercial

From Highway 50	50 feet from the property line
From Hooks Street:	50 feet from the property line
Side:	12 feet from the property line
Rear:	25 feet from the property line

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3. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and will be subject to the approval of the City Engineer.
4. The project may have elevation changes of up to 28 feet maximum cut and 20 feet maximum fill, as shown on the cut and fill plan on the PUD Concept Plan. These elevation changes will be submitted to the City Engineer at the time of final engineering.
5. Individual retaining wall height up to 13 feet in height are allowed to deal with the extreme grades on the site.
6. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of parking requirements within Lots 5 and 6, Multi-family use
7. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm which shall be maintained and enhanced. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for C-2 General Commercial uses.
8. All landscape buffers along the retaining walls on Hooks Street shall have an additional 30 percent more plant material, which includes trees and shrubs, to enhance the site.
9. Trash compacters may be substituted for dumpsters for the project if the Applicant can demonstrate it can sufficiently meet the waste demands for the project, subject to City Manager approval, or designated staff.
10. The buildings shall be constructed in a manner that shall meet the City of Clermont's Architectural Standards and as represented in the provided elevations.
11. Cross-access easements with the adjoining eastern property owner from the existing Duke Energy curb cut along Highway 50 shall be provided, if warranted.
12. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.
13. Shopping center signs shall be allowed to extend 15 feet above the adjacent D.O.T. berm. (the D.O.T. berm varies in height depending on location.) These signs in no way shall be pole signs and shall meet the sign code.
14. Maximum building height shall be up to 55 feet, measured at the highest point.
15. Deceleration lanes shall be provided eastbound and westbound at the entrances to the residential developments on Lots 5 and 6. These lanes shall be outside of the through lanes and this work shall be coordinated with Lake County.
16. If required by the City of Clermont, Lake County or Florida Department of Transportation, as a result of the traffic impact analysis, the developer shall be responsible for any proportionate fair share improvements or payments. The proportionate fair share improvements or payments shall be completed prior to the first Certificate of Occupancy.



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17. The development shall comply with all applicable County and Florida Department of Transportation access management requirements. The final access points shall be determined during the final site plan and final engineering review and may change from the conceptual plan.
18. The City of Clermont Fire Marshall shall determine the feasibility and design of a secondary emergency access point to the Lot 6 multi-family development at the time of final engineering.
19. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.
20. This Planned Unit Development shall become null and void if substantial construction work has not begun within two (2) years of the date that this Planned Unit Development is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. If the Planned Unit Development becomes null and void, the property will revert to the C-2 General Commercial Zoning Designation.
21. School concurrency shall be met before final site plan approval in accordance with the Comprehensive Plan and Land Development Code.
22. The property management office shall prominently display a notification sign informing potential tenants of the sounds resulting from activities by the adjacent schools, such as but not limited to; daytime PE classes, night games, bands playing, bus noise, etc. The sign shall be a minimum of 11 inches x 17 inches. In addition, as part of the rental contract, similar language shall also be included that the tenant acknowledges.

SECTION 4: CONFLICT

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.



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SECTION 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 8: PUBLICATION & EFFECTIVE DATE

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.



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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of January, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

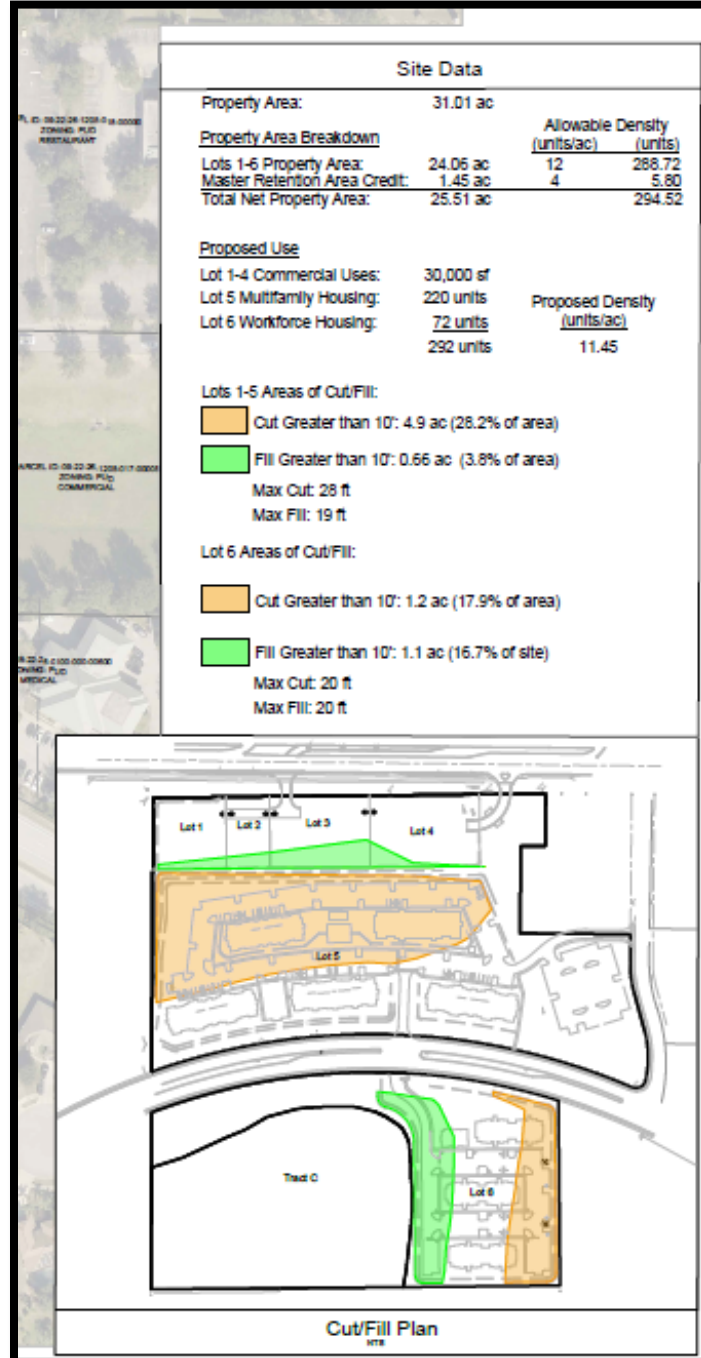
APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney

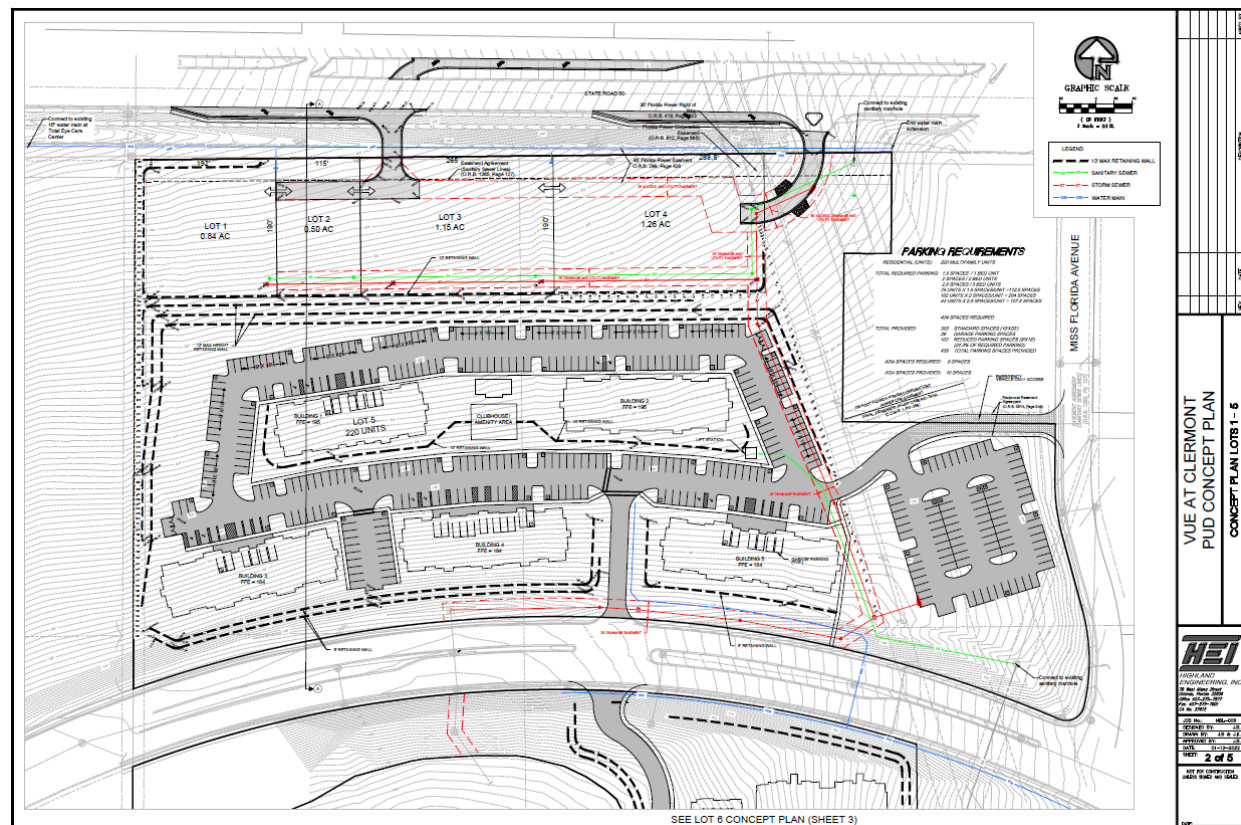
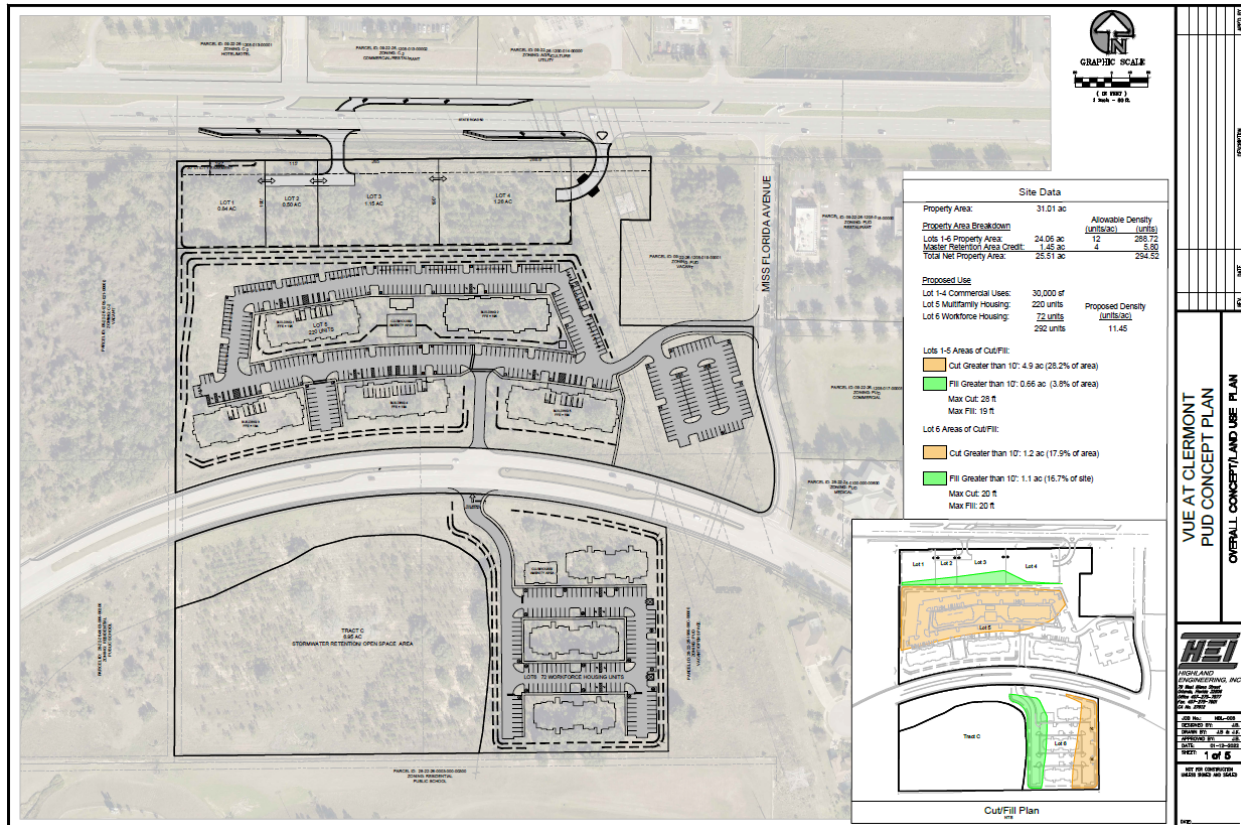
CITY OF CLERMONT
ORDINANCE NO. 2021-025

EXHIBIT A

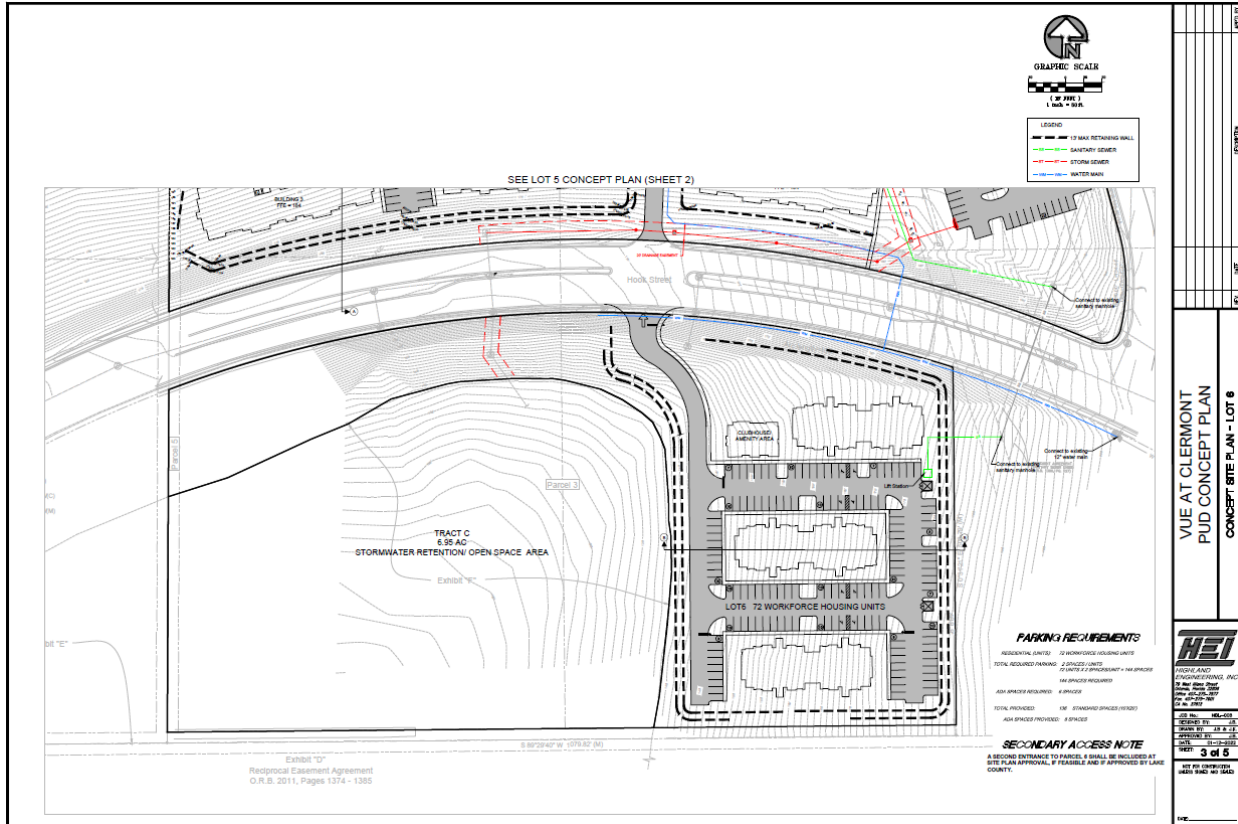
Cut/Fill Exhibit contained on the PUD Conceptual Plan:



CITY OF CLERMONT
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ORDINANCE NO. 2021-025



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EXHIBIT C:



Exhibit - Location Map – The Vue Comprehensive Plan Amendment

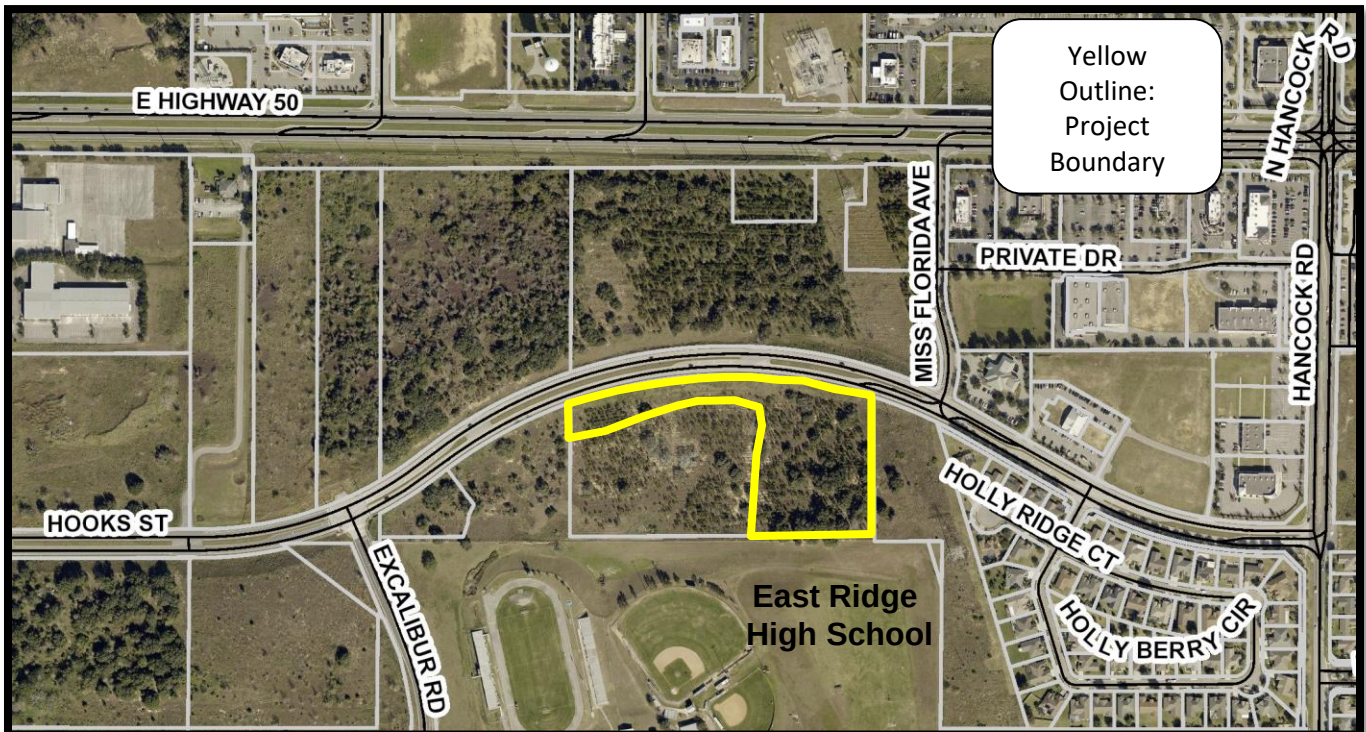
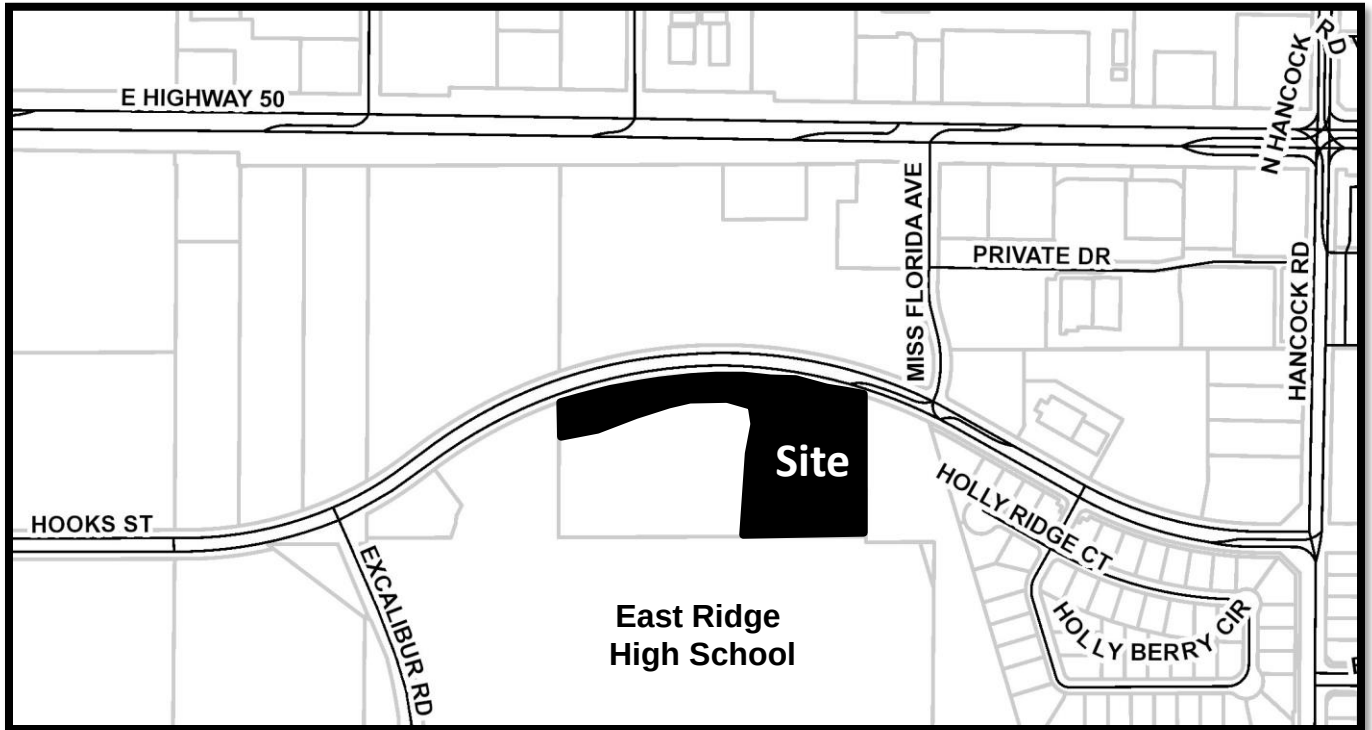
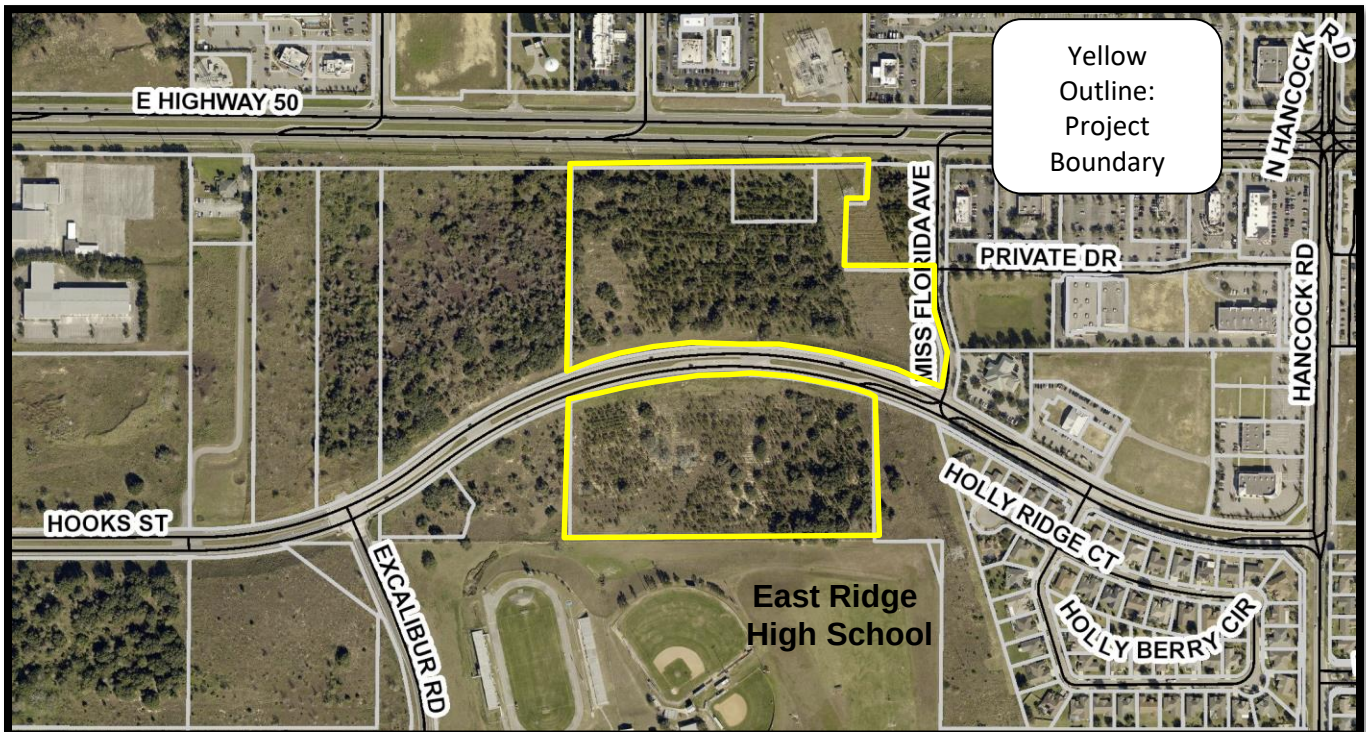
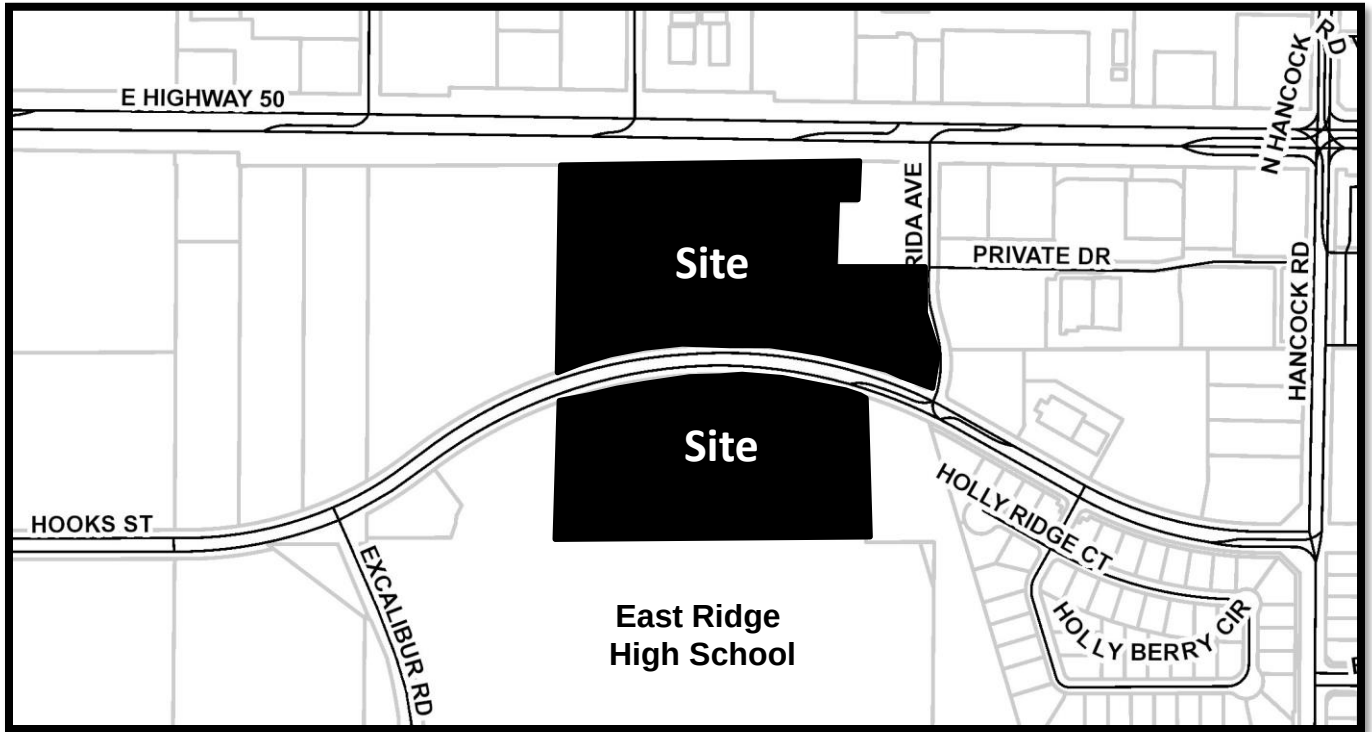
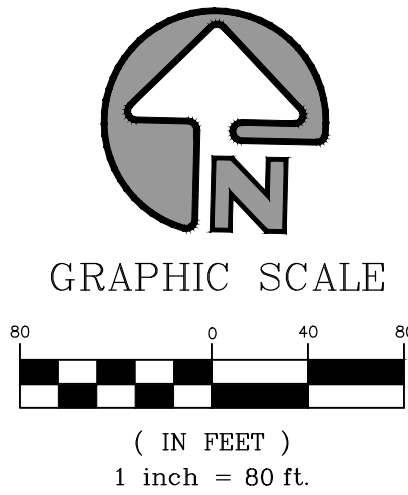


Exhibit - Location Map – The Vue PUD Rezoning Amendment



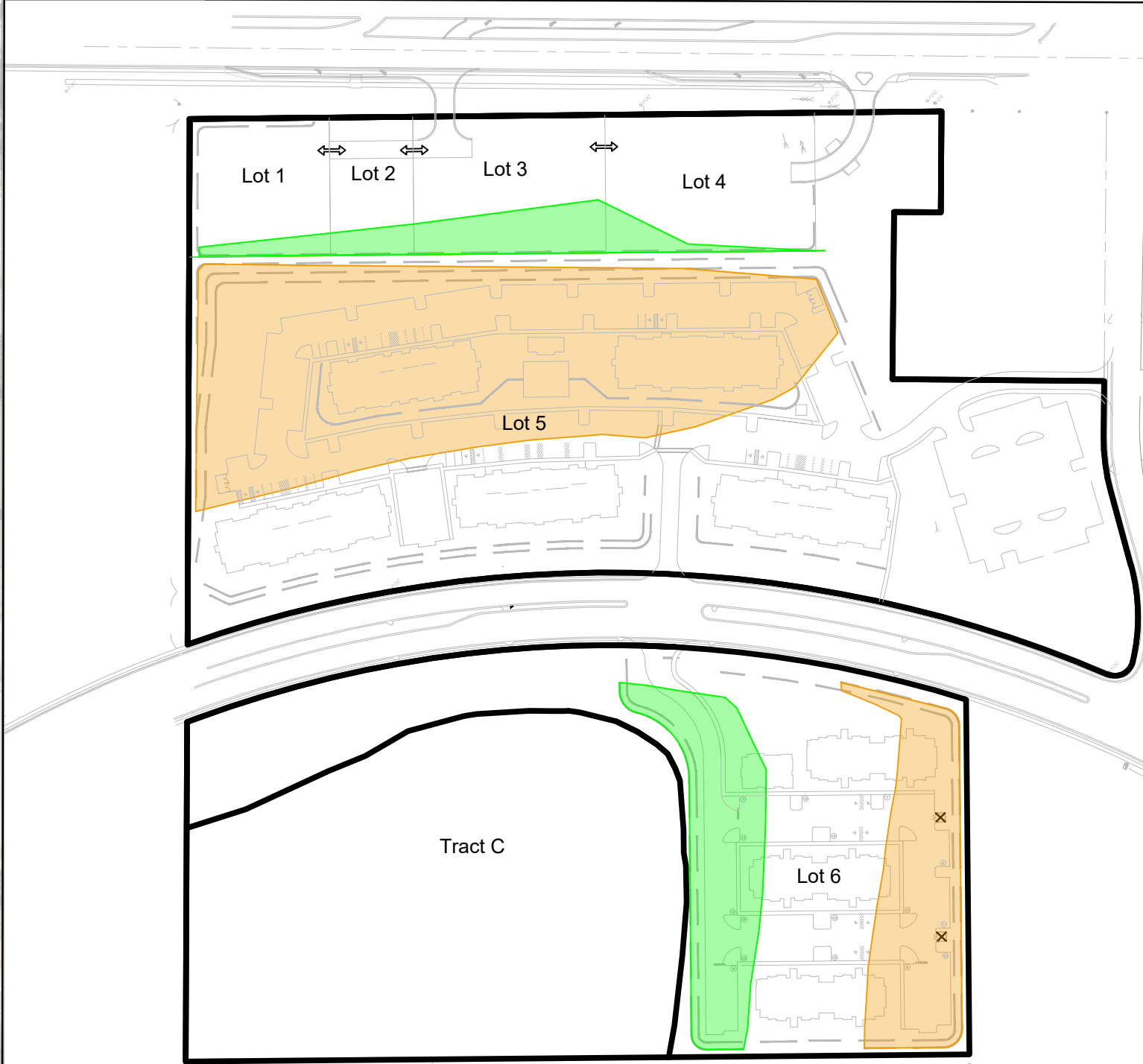


Site Data			
Property Area:	31.01 ac		
Property Area Breakdown		Allowable Density	
		(units/ac)	(units)
Lots 1-6 Property Area:	24.06 ac	12	288.72
Master Retention Area Credit:	1.45 ac	4	5.80
Total Net Property Area:	25.51 ac		294.52

Proposed Use		
Lot 1-4 Commercial Uses:	30,000 sf	
Lot 5 Multifamily Housing:	220 units	Proposed Density
Lot 6 Workforce Housing:	72 units	(units/ac)
	292 units	11.45

- Lots 1-5 Areas of Cut/Fill:
- Cut Greater than 10': 4.9 ac (28.2% of area)
 - Fill Greater than 10': 0.66 ac (3.8% of area)
- Max Cut: 28 ft
Max Fill: 19 ft

- Lot 6 Areas of Cut/Fill:
- Cut Greater than 10': 1.2 ac (17.9% of area)
 - Fill Greater than 10': 1.1 ac (16.7% of site)
- Max Cut: 20 ft
Max Fill: 20 ft



Cut/Fill Plan
NTS

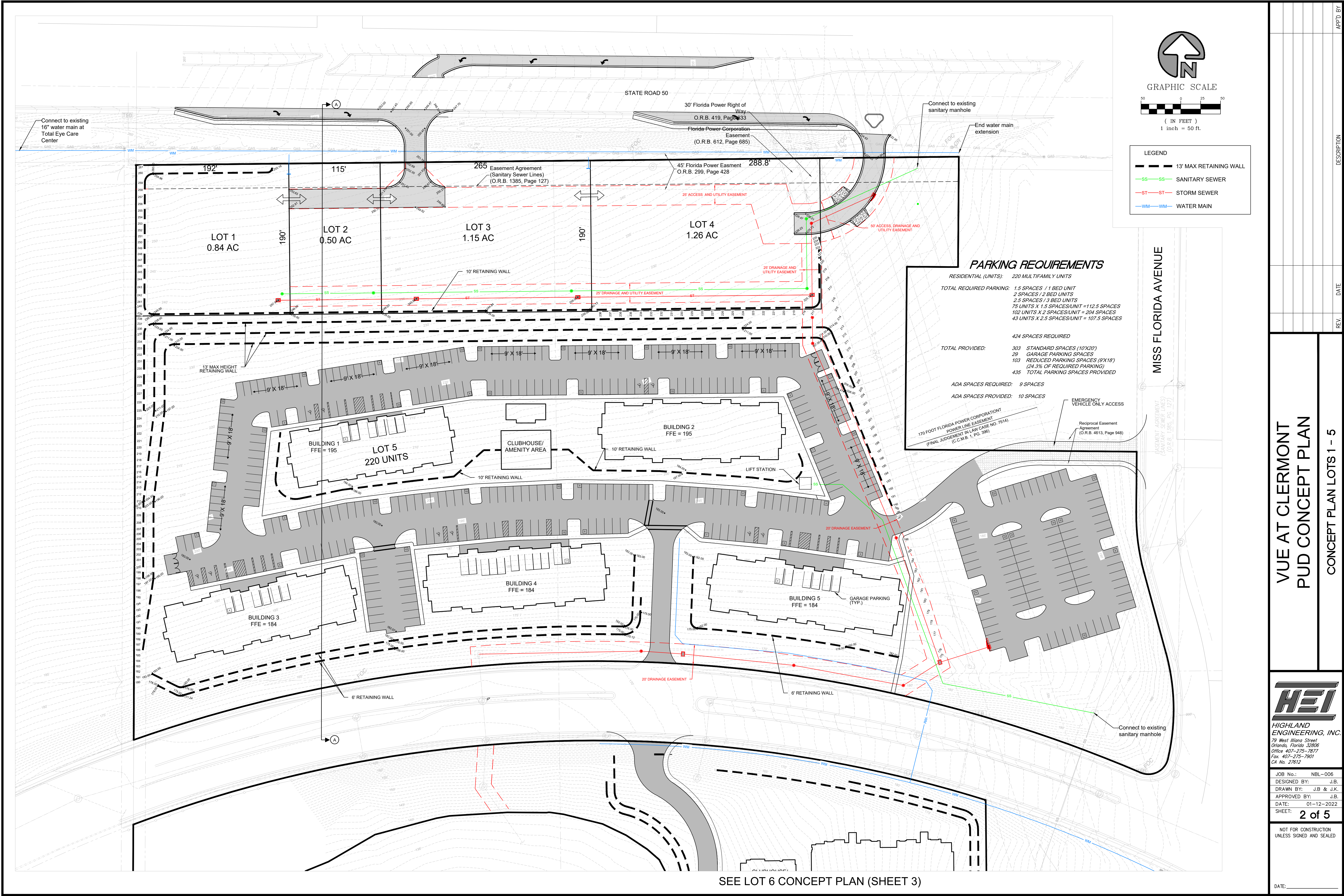
VUE AT CLERMONT
PUD CONCEPT PLAN
OVERALL CONCEPT/LAND USE PLAN

HEI
HIGHLAND
ENGINEERING, INC.
75 West Wilma Street
Orlando, Florida 32806
Office 407-275-7877
Fax 407-275-7901
CA No. 27612

JOB No.:	NBL-006
DESIGNED BY:	J.B.
DRAWN BY:	J.B. & J.K.
APPROVED BY:	J.B.
DATE:	01-12-2022
SHEET:	1 of 5

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE:

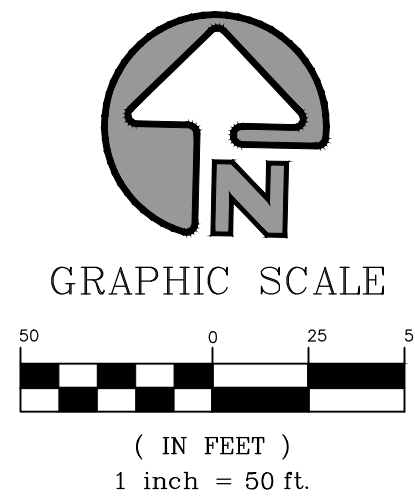


VUE AT CLERMONT
PUD CONCEPT PLAN
CONCEPT PLAN LOTS 1 - 5

HEI
HIGHLAND
ENGINEERING, INC.
75 West Wilma Street
Orlando, Florida 32806
Office 407-275-7877
Fax 407-275-7901
CA No. 27612

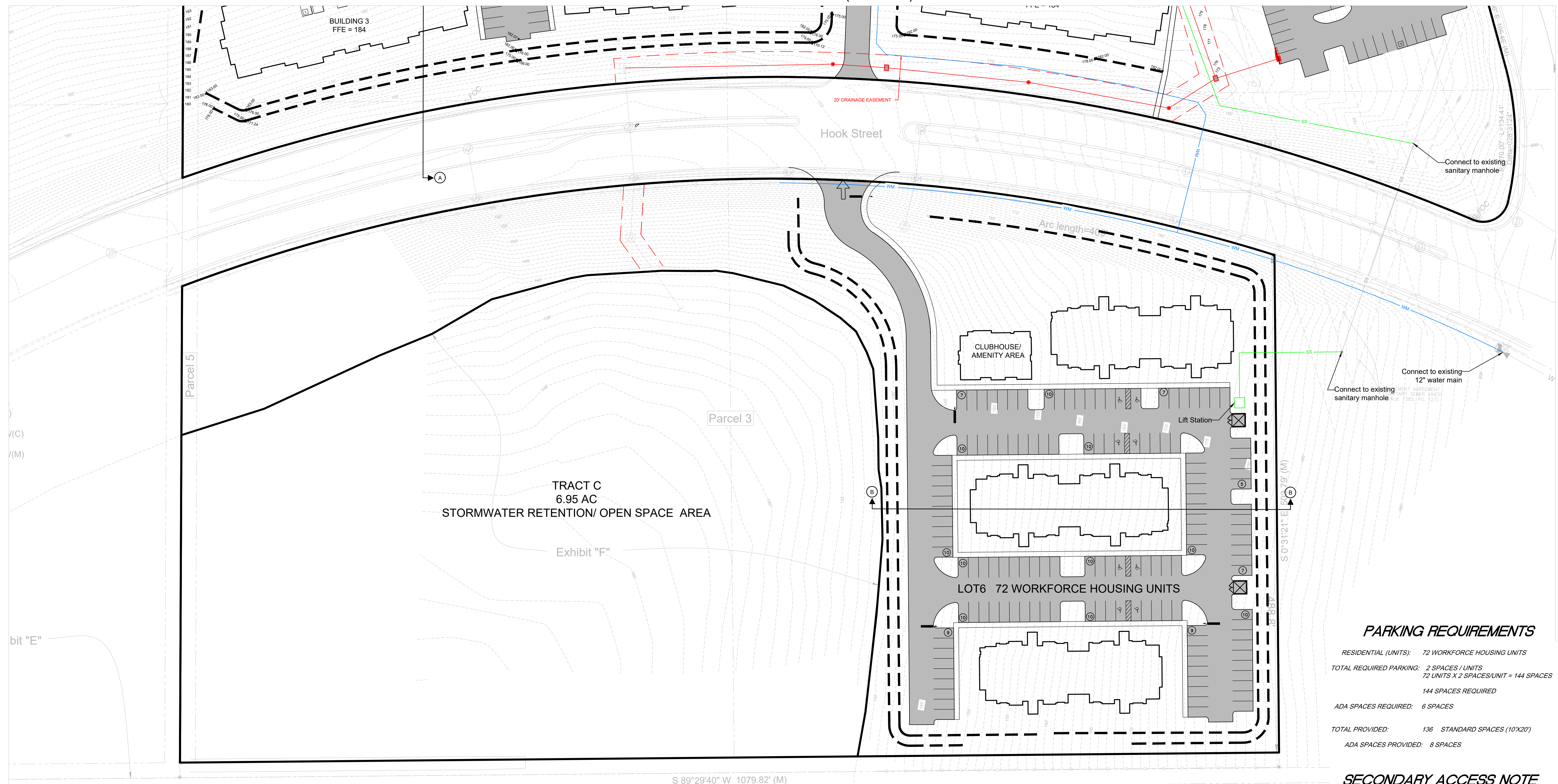
JOB No.:	NBL-006
DESIGNED BY:	J.B.
DRAWN BY:	J.B. & J.K.
APPROVED BY:	J.B.
DATE:	01-12-2022
SHEET:	2 of 5

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED



LEGEND	
	13' MAX RETAINING WALL
	SANITARY SEWER
	STORM SEWER
	WATER MAIN

SEE LOT 5 CONCEPT PLAN (SHEET 2)

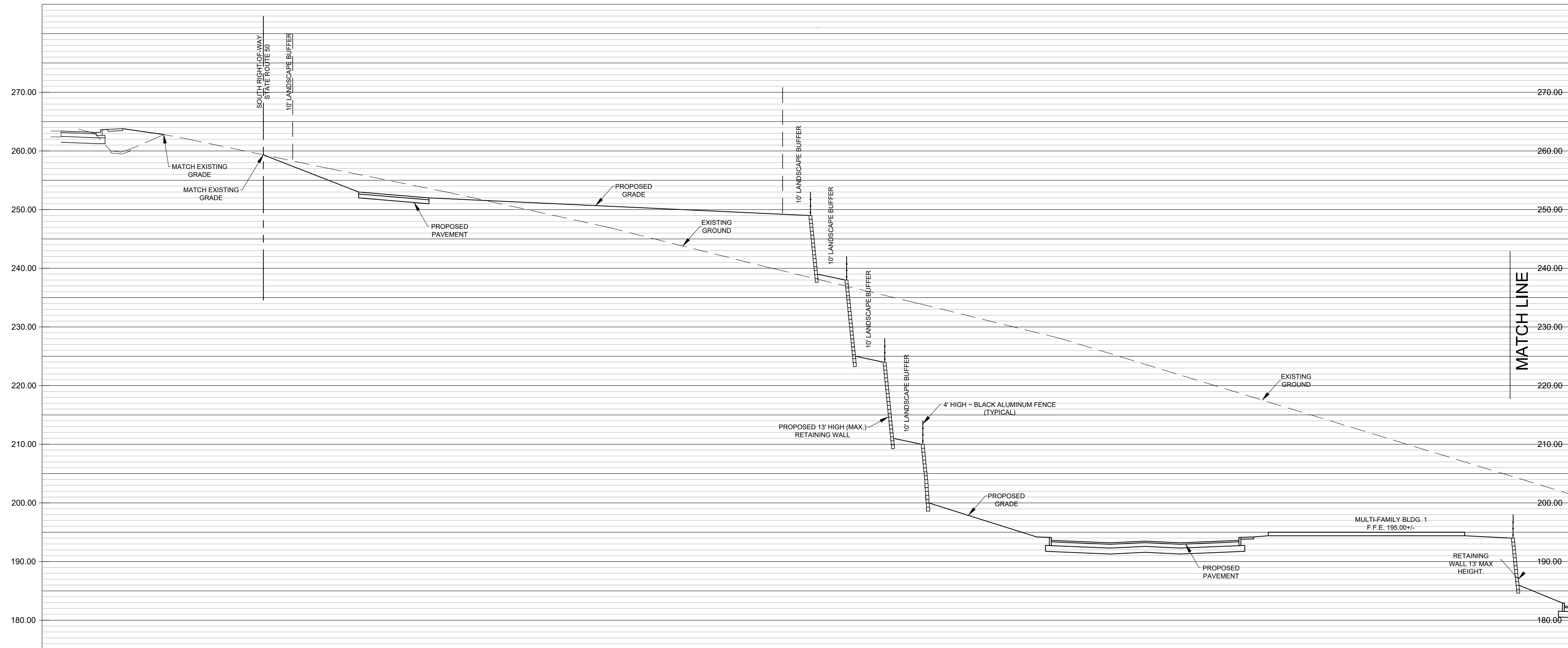


PARKING REQUIREMENTS	
RESIDENTIAL (UNITS):	72 WORKFORCE HOUSING UNITS
TOTAL REQUIRED PARKING:	2 SPACES / UNITS 72 UNITS X 2 SPACES/UNIT = 144 SPACES 144 SPACES REQUIRED
ADA SPACES REQUIRED:	6 SPACES
TOTAL PROVIDED:	136 STANDARD SPACES (10'X20')
ADA SPACES PROVIDED:	8 SPACES

SECONDARY ACCESS NOTE
A SECOND ENTRANCE TO PARCEL 6 SHALL BE INCLUDED AT SITE PLAN APPROVAL, IF FEASIBLE AND IF APPROVED BY LAKE COUNTY.

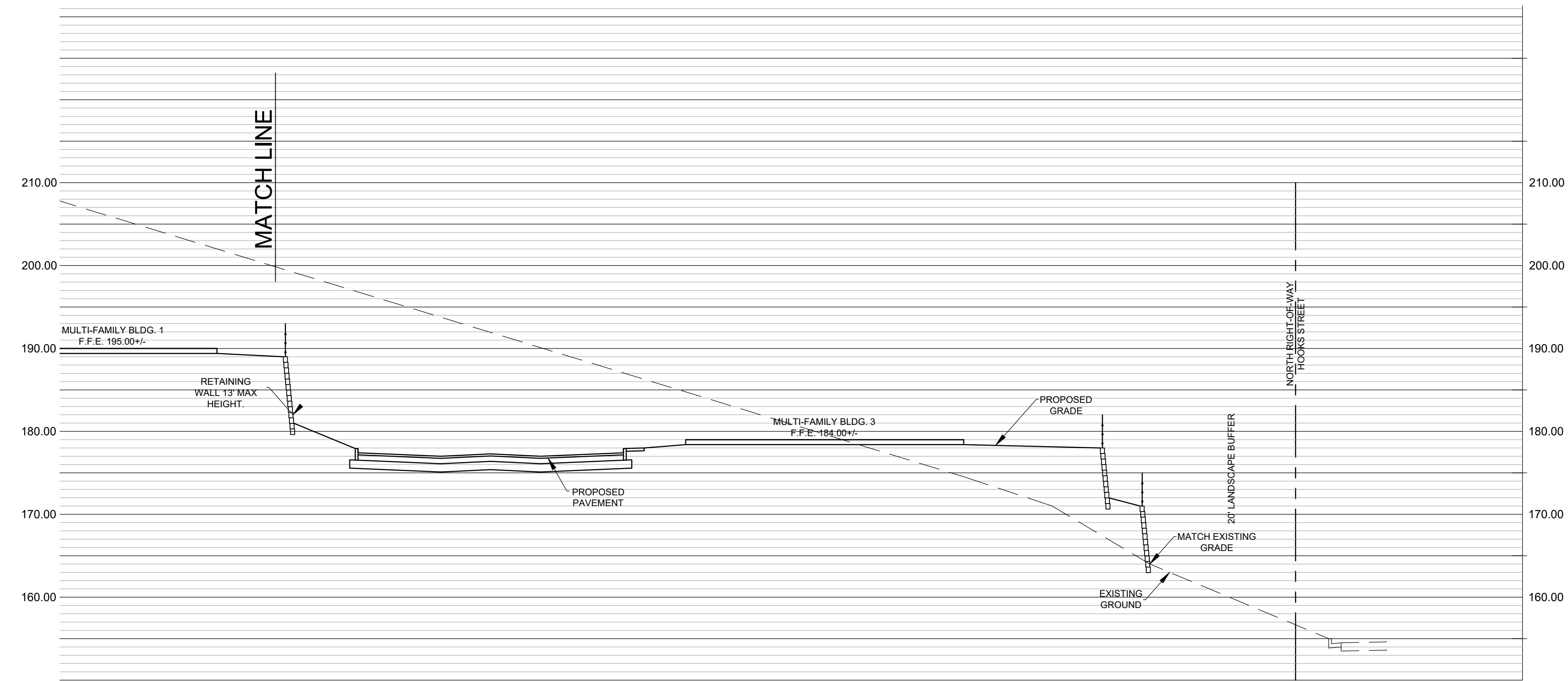
Exhibit "D"
Reciprocal Easement Agreement
O.R.B. 2011, Pages 1374 - 1385

VUE AT CLERMONT PUD CONCEPT PLAN		DATE	APP'D BY
CONCEPT SITE PLAN - LOT 6		REV.	DESCRIPTION
 HIGHLAND ENGINEERING, INC. 751 West Wilma Street Orlando, Florida 32806 Office: 407-275-7877 Fax: 407-275-7901 CA No. 27612		JOB No.:	NBL-006
		DESIGNED BY:	J.B.
		DRAWN BY:	J.B. & J.K.
		APPROVED BY:	J.B.
		DATE:	01-12-2022
SHEET: 3 of 5		NOT FOR CONSTRUCTION UNLESS SIGNED AND SEALED	
DATE:			



LOTS 1 - 5 NORTH - SOUTH CROSS SECTION

SCALES:
1" = 20' HORIZ.
1" = 10' VERT.



LOTS 1 - 5 NORTH - SOUTH CROSS SECTION

SCALES:
1" = 20' HORIZ.
1" = 10' VERT.

**VUE AT CLERMONT
PUD CONCEPT PLAN**

CROSS SECTIONS

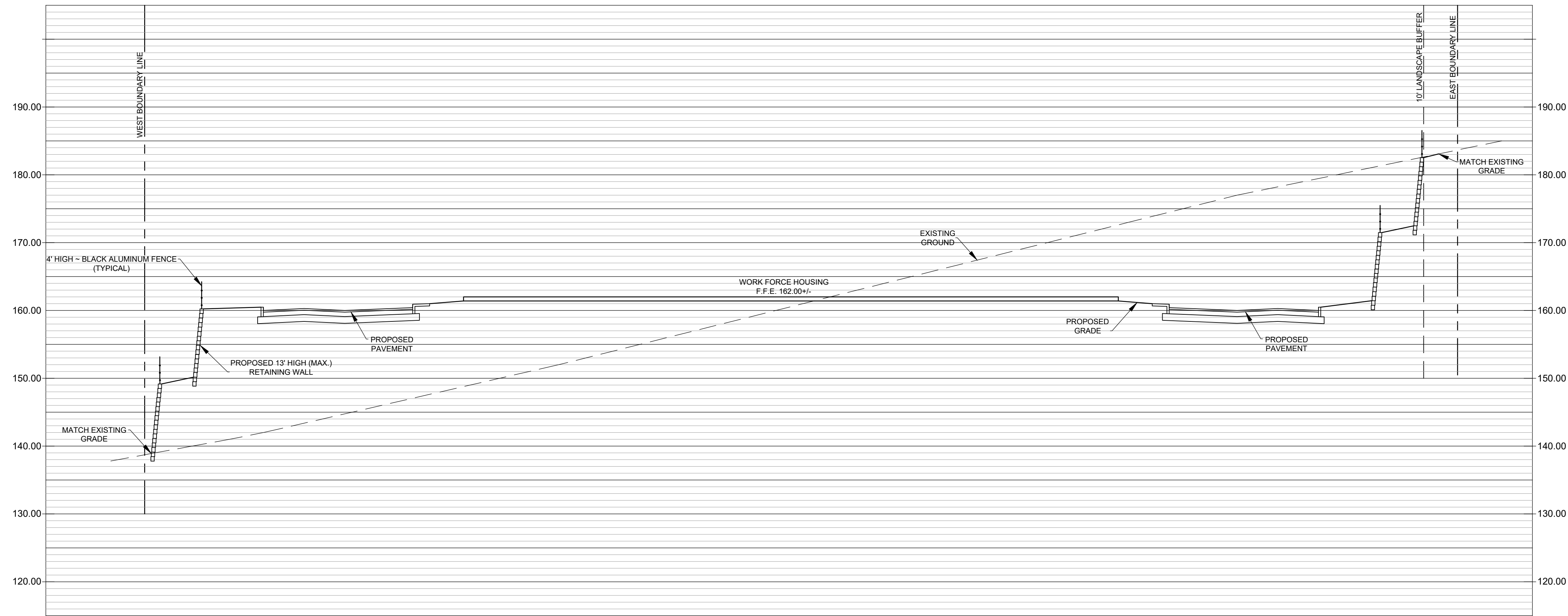


JOB No.:	NBL-006
DESIGNED BY:	J.B.
DRAWN BY:	J.B. & J.K.
APPROVED BY:	J.B.
DATE:	01-12-2022
SHEET:	4 of 5

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE: _____

REV.	DATE	DESCRIPTION	APP'D BY



LOT 6 EAST - WEST CROSS SECTION

SCALES:
1" = 20' HORIZ.
1" = 10' VERT.

REV.	DATE	DESCRIPTION	APP'D BY

VUE AT CLERMONT
PUD CONCEPT PLAN
CROSS SECTIONS

HEI
HIGHLAND
ENGINEERING, INC.
72 West Wilma Street
Orlando, Florida 32806
Office 407-275-7877
Fax 407-275-7901
CA No. 27612

JOB No.:	NBL-006
DESIGNED BY:	J.B.
DRAWN BY:	J.B. & J.K.
APPROVED BY:	J.B.
DATE:	01-12-2022
SHEET:	5 of 5

NOT FOR CONSTRUCTION
UNLESS SIGNED AND SEALED

DATE: _____

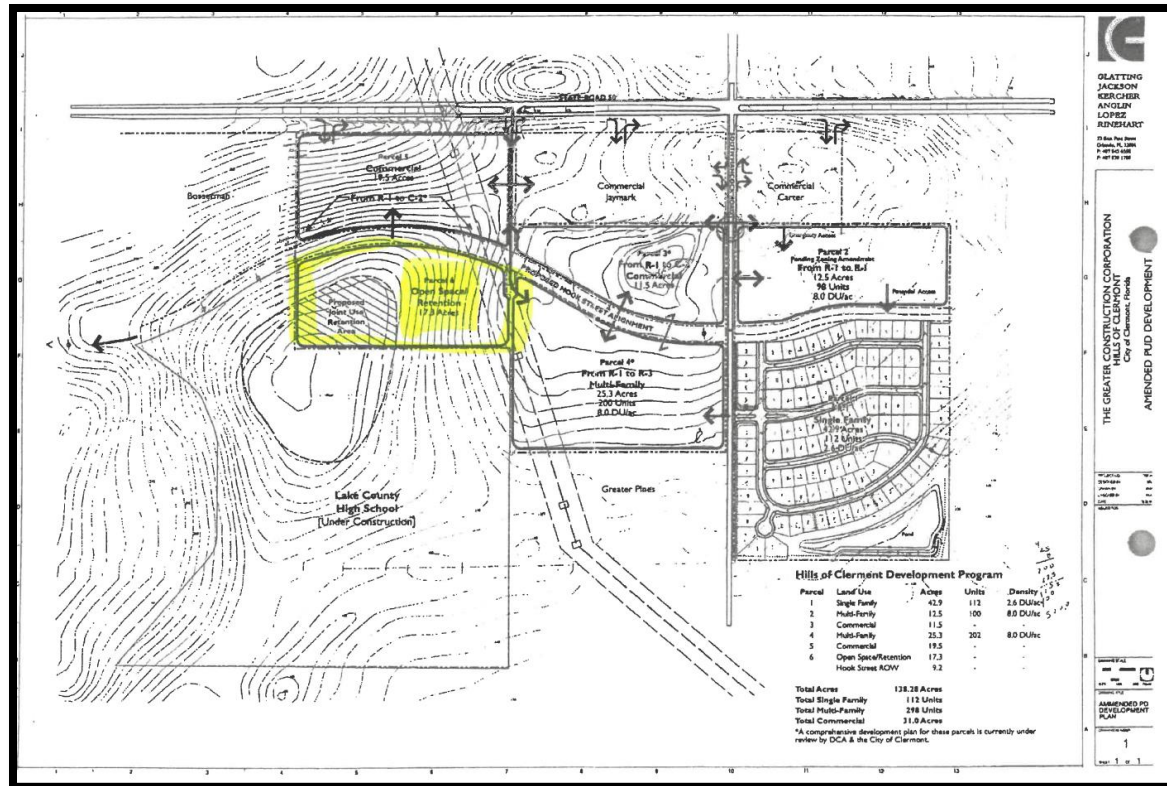


CITY OF CLERMONT Staff Analysis Report

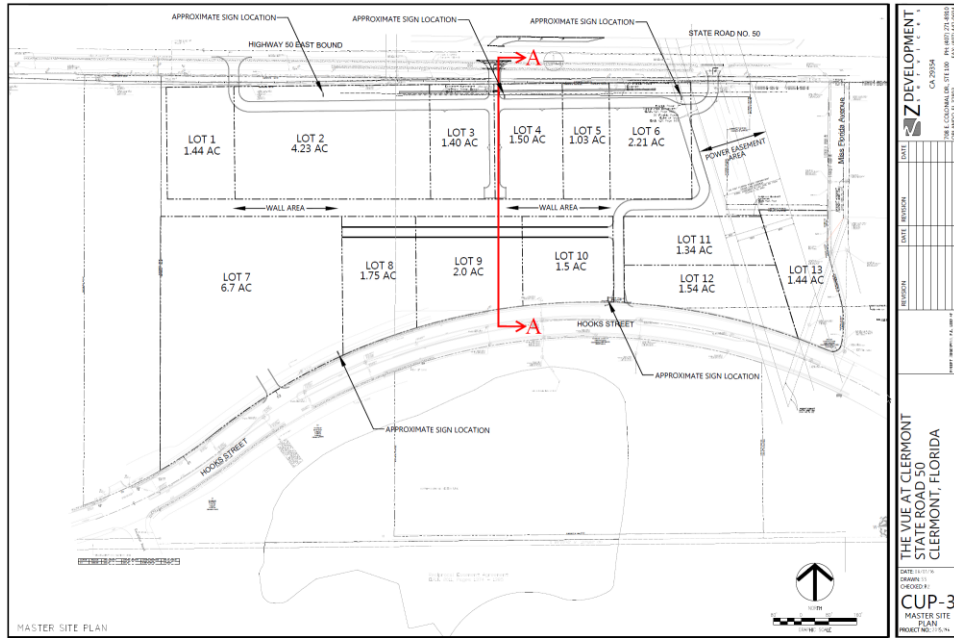
OWNER:	AC Commercial Properties I, LLC and Highway 50, LLC
APPLICANT:	Jimmy D. Crawford, Esq. with Crawford, Modica & Holt, Esq.
PROJECT NAME:	The Vue – 2021 Amendment
REQUESTED ACTION:	The applicant has two applications under consideration. The first application is for a Small Scale Comprehensive Plan Amendment to change a portion of the property from Low Density Residential to Commercial. The second request is for an amendment to PUD Ordinance 2017-24. The applicant is requesting these amendments to: (1) grant approval to construct multi-family units on the Hooks Street frontage and (2) to add approximately 6.72 acres South of Hooks Street to the PUD to be utilized for multi-family rental housing.
SIZE OF PARCEL:	31.01 +/-acres
LOCATION:	Site located west of the Miss Florida Avenue and Hooks Street intersection, north and south of Hooks Street, directly north of the East Ridge High School baseball field.
EXISTING ZONING:	PUD Zoning, Ordinance 2017-24
EXISTING LAND USE:	Vacant land
FUTURE LAND USE CATEGORY:	Commercial and Low Density Residential

BACKGROUND

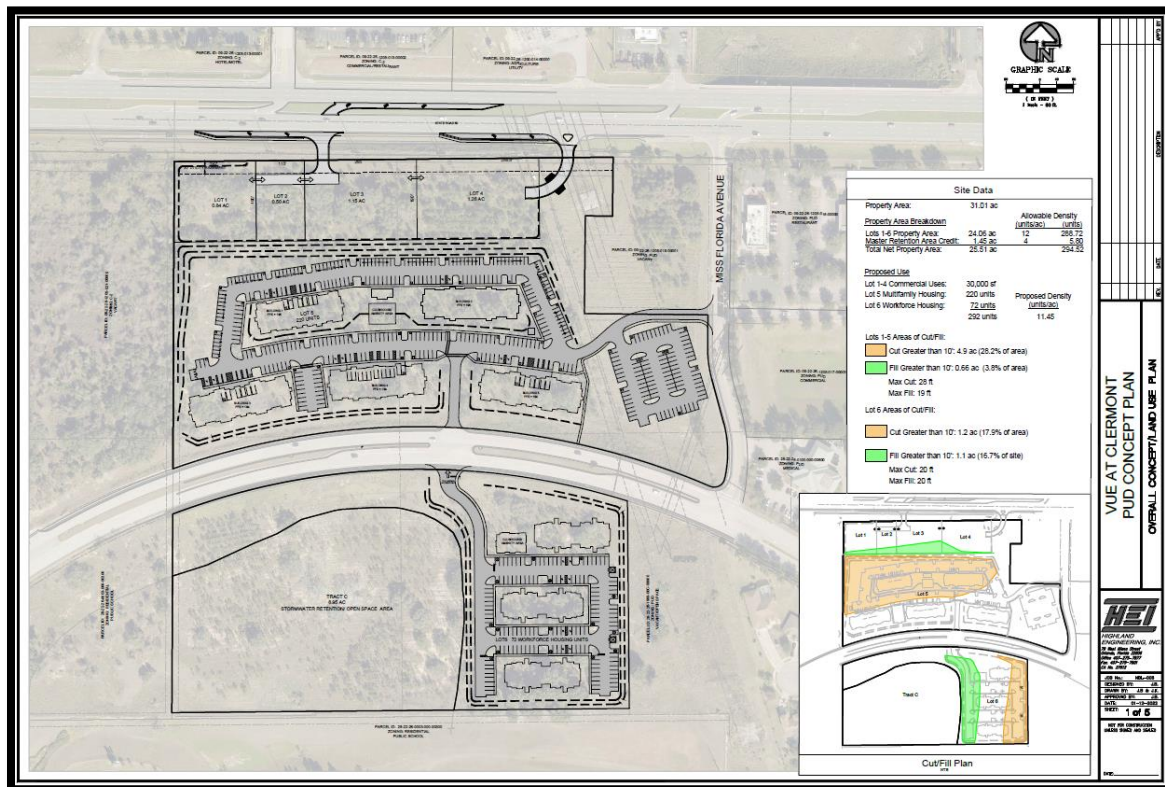
In 1998, under Resolution 1033, this property was included in a Planned Unit Development consisting of Single Family Residential and Commercial uses. The northern portion was designated for commercial use and the southern portion of Hooks Street was for stormwater/open space.



In 2016, an amendment was filed under Resolution 2016-15 to allow a mixture of multifamily and commercial on the piece north of Hooks Street along with the adjacent parcel to the west. City Council did approve this Resolution, but the owner did not move forward on construction. The owner requested to amend the development plan and in doing so, the previous multi-family permitted under Resolution 2016-15 was eliminated and the applicant was allowed C-2 General Commercial uses in the northern portion of the property. This is included in the current Ordinance 2017-24. The below site plan shows the master site plan and lots 1 through 13, which illustrates the intent to utilize the property for commercial uses. City Council added a condition in the approval stating that any development on Lots 7 through 13 would have to come back through the PUD amendment process before development could proceed.



The applicant has submitted development plans for lots 7 through 13. The proposed site plan, prepared by Highland Engineering, dated 1-12-2022, does not match up with the currently approved site plan.



A portion of a parcel to the south of Hooks Street has been included for multi-family housing that does not have any entitlements and is currently designated as stormwater/open space. Moreover, the applicant is requesting several waivers to the code in order to develop this portion of the property.

Small Scale Comprehensive Plan Amendment

The applicant is requesting an amendment to the Future Land Use Map to change a portion of a piece of property from Low Density Residential to Commercial. When reviewing requests for new Commercial Future Land Use designations, the Comprehensive Plan provides the following guidance:

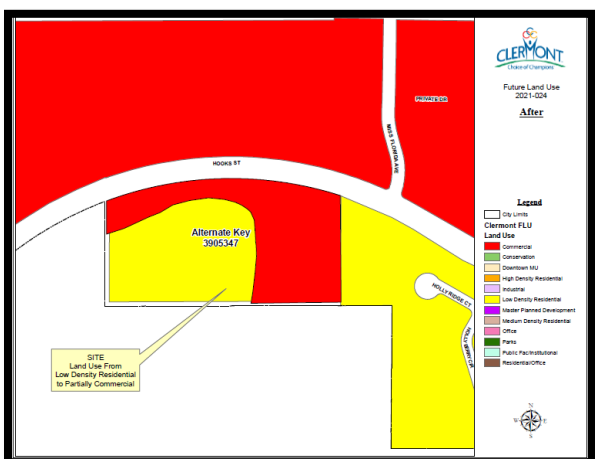
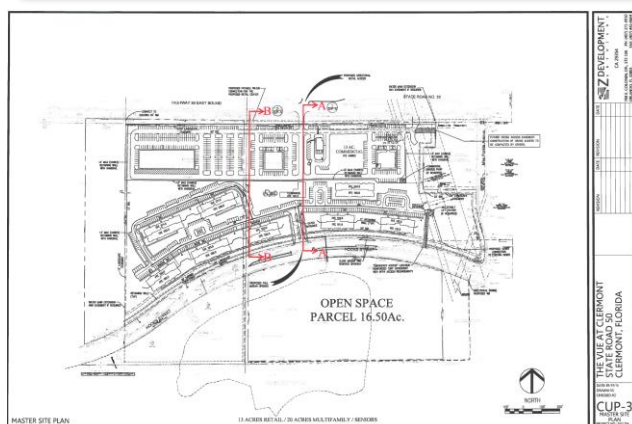
Objective 1.9: Commercial Land Use Category.

The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

The adopted Objective and Policy from the Comprehensive Plan do not support the applicant's request to utilize approximately 50 % of the land area for residential use. Commercial FLU lands are desired for employment and non-residential support uses.

Staff has reviewed the Future Land Use amendment request and finds the application also does not meet the requirements of Section 86-226 (3), Review Criteria. The request appears to be singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of that property and to the detriment of other property owners. The current Future Land Use map clearly shows property south of Hooks Street in this corridor is Single Family Residential. The applicant is requesting only a portion of the property for a Future Land Use change to the Commercial Future Land Use. The legal description provided for the requested amendment clearly indicates the property was carved out for the specific use of the multi-family request.

[illegible]

PUD Amendment

The applicant is requesting a PUD amendment to add multi-family development within the project and to increase the multi-family acreage. Several waivers that were previously approved under Ordinance 2017-24 are now being extended to the property south of Hooks Street. The multi-family project to the north will consist of four story buildings. The project to the south will consist of three story buildings. The multi-family project to the north will be a separate project from the south project and developed by two different developers.

The overall project area is 31.01 acres. The multi-family proposal will consist of 292 total units. The applicant is requesting 220 multi-family units within the project on the north side of Hooks Street and 72 multi-family units on the south side of Hooks Street. The Workforce Density Bonus has been removed from consideration by the applicant and the original number of units requested has been reduced from 350 to 292 units. The overall project will be developed at a density of 11.45 units per acre.

The waivers previously approved under Ordinance 2017-24 include:

1. Elevation changes of up to 28 feet in height over the project site through the use of cut and fill.
2. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.
3. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of the parking requirements.
4. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for Multi-family and C-2 uses.
5. Shopping center signs shall be allowed to extend 15 feet above the adjacent D.O.T berm (the D.O.T. berm varies in height depending on location.)

The applicant is requesting the cut/fill waiver to be transferred to the property south of Hooks Street that is being added to the project for development. This was never presented to council for consideration in the past since this parcel was always designated as stormwater/open space. The cut/fill plan indicates that approximately 35% of the area for the south development plan will exceed the City's 10-foot limitation. Staff is not supportive of the cut/fill increase, as well as the overall percentage use of the Commercial FLU designation for residential use.

The additional waivers being requested are:

1. Elevation changes up to 20 feet in cut and 20 feet in fill with the inclusion of the parcel south of Hooks Street.
2. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site, with the inclusion of the parcel south of Hooks Street.

The Applicant has submitted the mandatory traffic study and it has been reviewed by the City's transportation consultant. A memo dated December 16, 2021 identifies the conditions that will be included in the ordinance to address the traffic concerns. The main comments are project access improvements (turn lanes) and a proportionate fair share cost to provide widening towards the Hancock Road corridor between SR 50 and Hartwood Marsh Road.

Summary

Staff is not in support of any increase in the waiver requests to the southern portion of the property. Approximately 35% of the southern site will have cut and fill over the 10 foot maximum. In addition, a secondary emergency access to the southern portion has not been provided on the updated conceptual site plan. The applicant is requesting a condition in the ordinance to address this during site review when more detailed engineering is performed or when a request to defer is made.

Finally, the applicant has requested the Future Land Use amendment from Low Density Residential to Commercial in order to increase residential density on the southern portion of the property. Previously, this portion of the site was designated as stormwater/open space and on the site plan in Ordinance 2017-24. The Low Density Residential Future Land Use allows stormwater/open space considerations of a project and was an applicable Future Land Use.

STAFF RECOMMENDATION:

Small Scale Amendment: The staff recommends denial of the proposed amendment because it fails to comply with Policy 1.9.1 of the Future Land Use Element and Section 86-226(3) of the Land Development Code. Staff recommends denial of Ordinance No. 2021-024.

PUD Amendment: Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development. The density and intensity of the project with the multi-family units has created an additional area of cut and fill. The proposed 49 foot high staggered retaining walls in the project does not preserve the natural topography. In addition, the secondary emergency access point on the southern portion has not been provided. Therefore, staff recommends denial of Ordinance No. 2021-025.

MEMORANDUM

Date: December 16, 2021

Project #: 24449.09

To: Mr. John Kruse
City of Clermont
685 W. Montrose St.
Clermont, FL 34711

From: Stephanie Shealey, PE, PTOE, PTP and Phillip Haas, PE

Project: Vue at Clermont Revised TIA

Subject: TIA Improvements Summary

This memorandum has been prepared to document a summary of the transportation improvements identified in the Traffic Impact Analysis for the Vue at Clermont. The revised TIA report was completed by Traffic Impact Group, LLC and is dated December 6, 2021. The project proposes to build a 3,500 sq ft dental office, a 1,500 sq ft retail unit, a 1,600 sq ft coffee shop with drive-through, a 9,100 sq ft urgent care, 6,500 sq ft of retail, a 220-unit apartment complex, and a 72-unit apartment complex. The commercial portion of the development will have access on SR 50 at two locations. The apartment complexes will have access on Hooks Street and gated, emergency-only access to Miss Florida Avenue.

The revised traffic study sufficiently addresses the comments provided. The following improvements were identified as part of the study and should be incorporated into the conditions for approval:

Project Access Improvements

- SR 50 & Access A
 - Construct westbound left-turn lane with 100 feet of storage and 290 feet of deceleration distance
 - Construct eastbound right-turn lane
- SR 50 & Access B
 - Construct eastbound right-turn lane
- Hooks Ave
 - Construct westbound left-turn lane

Proportionate Share (Roadway Segments Over Adopted LOS Thresholds)

- Proportionate fair share for the widening of Hancock Rd from Hooks St to Johns Lake Rd

Site Plan



Project Data

UNIT MIX

» Multifamily Housing	= 225
» Workforce Housing	= 97
» Total	322 = 100%

PARKING TOTAL

Workforce Housing	142
» Surface	
Multifamily Housing	
» Surface	350
» Garage	25
» Tandem	25
» Total	542

Workforce Housing.....









CITY OF CLERMONT
REZONING
APPLICATION

PAID
CC (1297.00)
\$1329.43

DATE June 29, 2021		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) The Vue - 2021 Amendment			
Applicant Jimmy D. Crawford, Esq.			
Contact Person Jimmy Crawford and Jennifer Cotch			
Address 702 W Montrose Street	City Clermont	State FL	Zip 34711
Telephone 352-432-8644	Fax 352-432-8699		
Email jcrawford@cmhlawyers.com and jcotch@cmhlawyers.com			
OWNER INFORMATION			
Owner's Name AC Commercial Properties I, LLC			
Owner Address 1760 Fennell Street, Suite 200	City Maitland	State FL	Zip
Telephone 407-312-6356	Email jamoore@accommercial.com		
PROPERTY INFORMATION			
Address of Subject Property Vacant land south of Hwy 50 and vacant land south of Hooks St., West of Miss Florida Blvd.	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) Please see attached.			
Acreage 6.6+/-		Land Use (City verification required) Commercial and LDR (Commercial proposed)	
Present Zoning (City verification required) PUD		Proposed Zoning PUD	



CITY OF CLERMONT
REZONING
APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?
Amendment of existing PUD Ordinance 2017-24 to add work force housing.
Please see attached Statement of Support for more details.

Check box to indicate additional materials are provided via attachment. ☒

Jimmy D. Crawford, Esq.

Applicant Name (print)

x

Applicant Name (signature)

Jonathan Moore

Owner Name (print)

x

Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/22/2020

**STATEMENT IN SUPPORT
LAND USE PLAN AMENDMENT
PUD ZONING APPLICATION**

THE VUE AT CLERMONT 2021 AMENDMENT

1. Applicant/
Agent: Jimmy D. Crawford, Esq.
Crawford, Modica & Holt, Esq.
702 West Montrose St.
Clermont, Florida 34711
Phone: 352/432-8644
Email: jcrawford@cmnlawyer.com
2. Owner: AC Commercial Properties I, LLC
760 Fennel Street, Suite 220
Maitland, Florida 32751
Email: jamoore@accommercial.com
3. Location: See attached legal description. South of SR 50, West of
Miss Florida Blvd, and South of Hooks Street, North of East Ridge High
School
4. Description of Change/Zoning Request.

The Vue at Clermont is an existing approved PUD (Ordinance 2017-24) approving C-2
uses on the Property. This amendment is applied for to (1) grant further approval to
construct multi-family units on the Hooks Street frontage, as contemplated by Ordinance
2017-24, and (2) add approximately 6.6 acres South of Hooks Street to the PUD, to be
utilized for workforce rental housing meeting the rental requirements of City Code
section 128-358 – however, the owner is NOT requesting additional density beyond that
allowed by the requested land use and zoning – 12 units per acre.
5. Waivers Requested in PUD:

None beyond that granted in Ordinance 2017-24.
6. See attached conceptual plan, indicating changes requested.

7. STATEMENT OF JUSTIFICATION/NEED/CHANGED CONDITIONS

It goes without restating that Central Florida, including Clermont and South Lake County, is experiencing a critical affordable housing shortage. The provision of workforce housing is a goal supported by the City Comprehensive Plan and land development regulations. The owner proposes to construct, in partnership with Provident Housing Solutions, Inc., which is the owner, developer and operator of an age-restricted affordable housing community in Clermont on Hunt Trace Blvd., and is affiliated with Woodwinds Clermont, LLC, the owner, developer and operator of a workforce housing development on Grand Highway in Clermont. The Vue workforce housing project is modeled after and will be substantially in conformance with Woodwinds.

EXHIBIT “A”
Legal Description



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

Detail by Entity Name

Florida Limited Liability Company
AC COMMERCIAL PROPERTIES I, LLC

Filing Information

Document Number	L12000059414
FEI/EIN Number	NONE
Date Filed	04/27/2012
State	FL
Status	ACTIVE

Principal Address

1760 FENNELL STREET
SUITE 200
MAITLAND, FL 32751

Changed: 05/11/2021

Mailing Address

1760 FENNELL STREET
SUITE 200
MAITLAND, FL 32751

Changed: 05/11/2021

Registered Agent Name & Address

MOORE, JONATHAN
710 EAST COLONIAL DR.
ORLANDO, FL 32803

Address Changed: 02/23/2015

Authorized Person(s) Detail

Name & Address

Title MGRM

MOORE, JONATHAN
1760 FENNELL STREET
SUITE 200
MAITLAND, FL 32751

Annual Reports

Report Year	Filed Date
2019	02/01/2019
2020	02/06/2020
2021	02/05/2021

Document Images

<u>02/05/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/06/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/01/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/22/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/21/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/10/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/23/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/12/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2012 -- Florida Limited Liability</u>	View image in PDF format

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

William A. Beckett, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

FOR RECORDING DEPARTMENT USE ONLY

TRUSTEE'S SPECIAL WARRANTY DEED

THIS TRUSTEE'S SPECIAL WARRANTY DEED is made and executed this 27th day of September, 2016 by MAYNARD K. KNAPP, individually and as Trustee, whose address is c/o Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive, Orlando, Florida 32801 (hereinafter called the "Grantor"), to AC COMMERCIAL PROPERTIES I, LLC, whose address is 710 East Colonial Drive, Orlando, Florida 32803 (hereinafter called the "Grantee"):

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all those certain parcels of land situate in Lake County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof

Subject to taxes for the year 2016 and thereafter, and to easements, restrictions, mortgages and reservations of record, if any; this reference to such easements, restrictions and reservations shall not operate to reimpose the same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

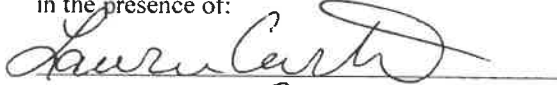
AND the Grantor hereby warrants and represents that the Property conveyed hereby is not the Grantor's homestead and, is not contiguous to Grantor's homestead.

AND the Grantor hereby covenants with said Grantee that he is lawfully seized of said land; that he hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

0001972\168049\3064362\1

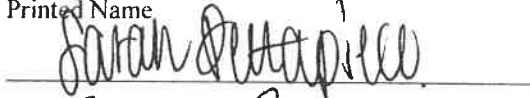
IN WITNESS WHEREOF, the Grantor has executed these presents as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



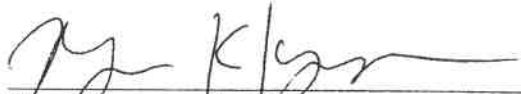
LAUREN CARTER

Printed Name



SARAH PETTAPIECE

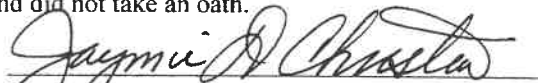
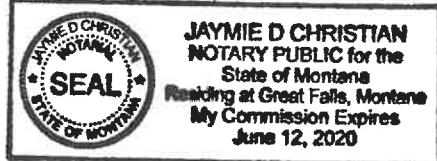
Printed Name


MAYNARD K. KNAPP, TRUSTEE

STATE OF MONTANA
COUNTY OF CASCADE

The foregoing instrument was acknowledged before me this 21 day of September, 2016 by MAYNARD K. KNAPP, Trustee. He is personally known to me or has produced COLORADO DRIVERS LICENSE as identification and did not take an oath.

(NOTARY SEAL)


Signature of Notary Public

JAYMIE D. CHRISTIAN

Typed, Printed or Stamped Name of Notary

Commission No.: 53713194 N

My Commission Expires: JUNE 12, 2020

EXHIBIT "A"

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the East 1/4 corner of said Section 28; thence run North 00°42'51" East along the East line of the Northeast 1/4 of said Section 28 for a distance of 664.12 feet to the Northeast corner of the South 1/4 of the Northeast 1/4 of said Section 28; thence run South 89°24'16" West along the North line of said South 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave Westerly having a radius of 270.00 feet and a chord bearing of South 01°23'58" West and the Point of Beginning; thence run Southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of South 63°07'26" West; thence run Southwesterly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave Southerly having a radius of 1750.00 feet and a chord bearing of North 87°56'35" West and the North right of way line of Hook Street, as described in Official Records Book 2010, Page 316, of the Public Records of Lake County, Florida; thence run Westerly along said North right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the East right of way line of an Unnamed right of way, according to the plat of LAKE HIGHLANDS COMPANY, as recorded in Plat Book 2, Page 28, of said Public Records; thence run North 00°10'52" East along said East right of way line for a distance of 718.43 feet to the South right of way line of State Road Number 50; thence run North 89°24'19" East along said South right of way line for a distance of 1127.57 feet; thence run South 89°29'29" East along said South right of way line for a distance of 120.11 feet to the West line of the East 60 feet of Tract 19, of said LAKE HIGHLANDS COMPANY; thence run South 00°26'52" West along said West line for a distance of 445.90 feet to the point of curvature of a curve concave Easterly having a radius of 280.00 feet; thence run Southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run South 15°18'56" East for a distance of 105.46 feet to the point of curvature of a curve concave Westerly having a radius of 270.00 feet and a chord bearing of South 12°51'43" East; thence run Southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in Official Records Book 4613, Page 945, described as follows:

A portion of the Southwest 1/4 of the Northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the Northeast corner of said Section 28; thence S01°07' 06" W along the East line of said Northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06' 23" W, a distance of 1322.25 to a point on the South right-of-way line of State Road No. 50. (Right-of-Way varies per Right-of-Way Map Section 11070); thence continue N89°06' 23" W, a distance of 60.00 feet to the POINT OF BEGINNING; thence S00°51' 39" W, along the West right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet West of the East line of said Southwest 1/4 of the Northeast 1/4 of Section 28 and the East line of Tract 19 of Lake Highlands Company, according to the Plat thereof as recorded in Plat Book 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08' 21" W, a distance of 291.58 feet to a point; thence N00°51' 39" E, a distance of 230.29 feet to a point; thence S89°08' 21" E, a distance of 64.35 feet to a point; thence N00°51' 39" E, a distance of 139.00 feet to a point on the South line of an unnamed unimproved street, also being the North line of said Tract 19; thence N89°50'25"E, along the North line of said Tract 19, a distance of 42.23 feet to a point on said South right-of-way line of State Road No. 50; thence S89°06'23"E, along said South right-of-way line of State Road 50, a distance of 185.01 feet to the POINT OF BEGINNING.

AND

THE EAST 1/2 OF THE VACATED NORTH SOUTH ROADWAY BETWEEN TRACTS 20, 21, 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF STATE ROAD NO. 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET TO THE POINT OF BEGINNING: THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 718.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY) SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1750.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°31'14", A DISTANCE OF 15.90 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 70°52'48" W, 15.90 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N 0°14'51" E, A DISTANCE OF 723.70 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 50; THENCE N 89°28'03" E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain Non-Exclusive Ingress-Egress Easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in Official Records Book 4613, Page 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in Plat Book 2, Page 28, of the Public Records of Lake County, Florida; Less that portion lying within and North of the Right of Way for Hook Street.

PARCEL 5

THE EAST 1/2 OF THE VACATED NORTH SOUTH ROADWAY BETWEEN TRACTS 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING SOUTHERLY OF HOOK STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 824.65 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S 0°14'51" W, ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 473.42 FEET TO THE SOUTHWEST CORNER OF SAID

TRACT 29; THENCE S 89°28'17" W, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 28; THENCE N 0°14'51" E, ALONG THE EAST LINE OF SAID TRACT 28, A DISTANCE OF 467.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED HOOK STREET, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1650.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°33'23", A DISTANCE OF 16.02 FEET, TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 69°39'14" E, 16.02 FEET.

EXHIBIT "A"

Description of Properties

Parcel ID: 09-22-26-1205-019-00000

Legal Description:

A PORTION OF TRACTS 29 AND 30, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 01 07'06" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE NORTH 89 06'23" WEST, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50. (RIGHT-OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070), SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT 19; NORTH 89 29'29" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE, SAID RIGHT-OF-WAY LINE ALSO BEING THE NORTH LINE OF AFORESAID TRACT 19, A DISTANCE OF 247.61 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE DEPARTING SAID NORTH LINE OF TRACT 19 AND CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, AS IT CURRENTLY EXISTS, RUN SOUTH 89 25'03" WEST, A DISTANCE OF 13.22 FEET TO A POINT, THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 810.31 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, ACCORDING TO OFFICIAL RECORD BOOK 2010, PAGE 316 AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE RUN SOUTH 00 31'43" EAST, A DISTANCE OF 488.84 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 30; THENCE ALONG SAID SOUTH LINE OF TRACT 30 RUN SOUTH 89 28'17" WEST, A DISTANCE OF 414.01 FEET TO A POINT ON THE LIMITS OF EXHIBIT "F", ACCORDING TO OFFICIAL RECORD BOOK 2011, PAGES 1374 - 1385, AS DESCRIBED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EXHIBIT "F" RUN THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES:

(1) NORTH 10 08' 26"E, A DISTANCE OF 44.71 FEET; (2) NORTH 06 25' 18" EAST, A DISTANCE OF 96.44 FEET; (3) NORTH 04 35' 47" EAST, A DISTANCE OF 73.34 FEET; (4) NORTH 01 13' 39" WEST, A DISTANCE OF 50.70 FEET; (5) NORTH 08 35' 38" WEST, A DISTANCE OF 18.39 FEET; (6) NORTH 00 49' 27" WEST, A DISTANCE OF 31.39 FEET; (7) NORTH 04 06' 29" WEST, A DISTANCE OF 67.50 FEET; (8) NORTH 24 32' 13" WEST, A DISTANCE OF 40.66 FEET; (9) NORTH 48 54' 30" WEST, A DISTANCE OF 20.21 FEET; (10) NORTH 56 25' 05" WEST, A DISTANCE OF 31.65 FEET; THENCE RUN (11) NORTH 64 21' 22" WEST, A DISTANCE OF 32.96 FEET; (12) NORTH 76 08' 43" WEST, A DISTANCE OF 49.91 FEET; THENCE RUN (14) NORTH 84 09' 50" WEST, A DISTANCE OF 73.93 FEET; (15) SOUTH 82 00' 50" WEST, A DISTANCE OF 88.19 FEET; THENCE RUN (16) SOUTH 74 59' 30" WEST, A DISTANCE OF 79.78 FEET; (17) SOUTH 59 52' 00" WEST, A DISTANCE OF 67.76 FEET; THENCE RUN (17) SOUTH 67 38' 10" WEST, A DISTANCE OF 55.50 FEET; (18) SOUTH 65 13' 47" WEST, A DISTANCE OF 125.15 FEET; THENCE RUN (19) SOUTH 72 17' 15" WEST, A DISTANCE OF 85.35 FEET TO A POINT SAID POINT BEING A POINT ON THE CENTERLINE OF AN UNNAMED RIGHT-OF-WAY, MAP OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST LAKE COUNTY FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE(S) 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING VACATED PER CITY ORDINANCE NUMBER. 2016-21;

THENCE DEPARTING SAID LINE OF EXHIBIT "F", AND ALONG SAID CENTERLINE OF VACATED UNNAMED RIGHT-OF-WAY RUN NORTH 00 15'44" EAST, A DISTANCE OF 146.25 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF HOOK STREET, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1650.00 FEET, TOGETHER WITH A CHORD BEARING OF NORTH 88 38'03" EAST AND DISTANCE OF 1073.30, AND A CENTRAL ANGLE OF 37 57'48"; THENCE DEPARTING SAID CENTERLINE AND ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN ALONG SAID CURVE A DISTANCE OF 1093.26 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 288,770.80 SQ. FT. OR 6.63 ACRES

PROPERTY RECORD CARD

General Information

Name:	AC COMMERCIAL PROPERTIES I LLC	Alternate Key:	3905347
Mailing Address:	1760 FENNELL ST STE 200 MAITLAND, FL 32751 Update Mailing Address	Parcel Number: 📍	09-22-26-1205-029-00000
		Millage Group and City:	000C (CLERMONT)
		2020 Total Certified Millage Rate:	17.0762
		Trash/Recycling/Water/Info:	My Public Services Map 📍
Property Location:	HOOKS ST CLERMONT FL 34711 Update Property Location 📍	Property Name:	-- Submit Property Name 📍
		School Information:	School Locator & Bus Stop Map 📍 School Boundary Maps 📍
Property Description:	CLERMONT, LAKE HIGHLANDS 28-22-26 THAT PART OF TRACTS 29 & 30 LYING S'LY OF HOOK STREET--LESS E 237 FT OF TRACT 30--E 1/2 OF VACATED STREET LYING W OF ABOVE PARCEL PB 2 PG 28 ORB 4853 PG 619		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	TIMBER S I 70 (5400)	0	0	TIMBER	13	AC		\$4,550.00	\$175,500.00

[Click here for Zoning Info](#) 📍 [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4853 / 619	9/27/2016	Warranty Deed	Multi-Parcel	Vacant	\$1,530,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) 📍

Values and Estimated Ad Valorem Taxes 📍

Values shown below are 2021 WORKING VALUES that are subject to change until certified.
The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$175,500	\$4,550	\$4,550	5.03270	\$22.90

LAKE COUNTY MSTU AMBULANCE	\$175,500	\$4,550	\$4,550	0.46290	\$2.11
SCHOOL BOARD STATE	\$175,500	\$4,550	\$4,550	3.70100	\$16.84
SCHOOL BOARD LOCAL	\$175,500	\$4,550	\$4,550	2.99800	\$13.64
CITY OF CLERMONT	\$175,500	\$4,550	\$4,550	4.20610	\$19.14
ST JOHNS RIVER FL WATER MGMT DIST	\$175,500	\$4,550	\$4,550	0.22870	\$1.04
LAKE COUNTY VOTED DEBT SERVICE	\$175,500	\$4,550	\$4,550	0.11000	\$0.50
LAKE COUNTY WATER AUTHORITY	\$175,500	\$4,550	\$4,550	0.33680	\$1.53
				Total: 17.0762	Total: \$77.70

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
Government Exemption (amount varies)	Learn More View the Law

Exemption Savings 📊

The exemptions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark ✓

Save Our Homes Assessment Limitation (3% assessed value cap)

[Learn More](#) [View the Law](#)

Save Our Homes Assessment Transfer (Portability)

[Learn More](#) [View the Law](#)

Non-Homestead Assessment Limitation (10% assessed value cap)

[Learn More](#) [View the Law](#)

Conservation Classification Assessment Limitation

[Learn More](#) [View the Law](#)

✓ Agricultural Classification

[Learn More](#) [View the Law](#)

NOTE: Should a determination be made that a property no longer meets the criteria for a bona fide agricultural purpose, a formal denial will be mailed on or before July 1 of the applicable tax year.

Assessment Reduction Savings

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$2,919.18**

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on June 20, 2021.
Site Notice

CITY OF CLERMONT
ORDINANCE No. 2017-24

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE, AND PUBLICATION.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

That part of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the east 1/4 corner of said Section 28; thence run north 00°42'51" east along the east line of the northeast 1/4 of said Section 28 for a distance of 664.12 feet to the northeast corner of the south 1/4 of the northeast 1/4 of said Section 28; thence run south 89°24'16" west along the north line of said south 1/4 for a distance of 1335.19 feet to a point on a non-tangent curve concave westerly having a radius of 270.00 feet and a chord bearing of south 01°23'58" west and the Point of Beginning; thence run southerly along the arc of said curve through a central angle of 23°36'59" for a distance of 111.29 feet to the point of compound curvature of a curve concave northwesterly having a radius of 25.00 feet and a chord bearing of south 63°07'26" west; thence run southwestly along the arc of said curve through a central angle of 99°49'56" for a distance of 43.56 feet to the point of reverse curvature of a curve concave southerly having a radius of 1750.00 feet and a chord bearing of north 87°56'35" west and the north right of way line of Hook Street, as described in ORB 2010, Page 316, of the Public Records of Lake County, Florida; thence run westerly along said north right of way line and the arc of said curve through a central angle of 41°57'58" for a distance of 1281.78 feet to a non-radial line and the east right of way line of an unnamed right of way, according to the plat of Lake Highlands Company, as recorded in PB 2, Page 28, of said Public Records; thence run north 00°10'52" east along said east right of way line for a distance of 718.43 feet to the south right of way line of Highway 50; thence run north 89°24'19" east along said south right of way line for a distance of 1127.57 feet; thence run south 89°29'29" east along said south right of way line for a distance of 150.11 (120.11) feet to the west line of the east 60 feet of Tract 19, of said Lake Highlands Company; thence run south 00°26'52" west along said west line for a distance of 445.90 feet to the point of curvature of a curve concave easterly having a radius of 280.00 feet; thence run southerly along the arc of said curve through a central angle of 15°45'47" for a distance of 77.03 feet to the point of tangency; thence run south 15°18'56" east for a distance of 105.46 feet to the point of curvature of a curve concave westerly

CITY OF CLERMONT
ORDINANCE No. 2017-24

having a radius of 270.00 feet and a chord bearing of south 12°51'43" east; thence run southerly along the arc of said curve through a central angle of 04°54'24" for a distance of 23.12 feet to the Point of Beginning.

LESS AND EXCEPT therefrom that parcel conveyed by Maynard K. Knapp, individually and as Trustee to Akram Ismail, M.D., by Special Warranty Deed recorded April 17, 2015, in ORB 4613, Page 945, described as follows: A portion of the southwest 1/4 of the northeast 1/4 of Section 28, Township 22 South, Range 26 East, Lake County, Florida, described as follows: Commence at the northeast corner of said Section 28; thence S01°07'06"W along the east line of said northeast 1/4, a distance of 1372.13 feet to a point; thence N89°06'23"W, a distance of 1322.25 to a point on the south right-of-way line of Highway 50. (Right-of-way varies per right-of-way map Section 11070); thence continue N89°06'23"W, a distance of 60.00 feet to the Point of Beginning; thence S00°51'39"W, along the west right-of-way line of Miss Florida Avenue (ORB 2345, Page 748), also being parallel to and 60.00 feet west of the east line of said southwest 1/4 of the northeast 1/4 of Section 28 and the east line of Tract 19 of Lake Highlands Company, according to the plat thereof as recorded in PB 2, Page 28, of the Public Records of Lake County, Florida, a distance of 369.94 feet to a point; thence N89°08'21"W, a distance of 291.58 feet to a point; thence N00°51'39"E, a distance of 230.29 feet to a point; thence S89°08'21"E, a distance of 64.35 feet to a point; thence N00°51'39"E, a distance of 139.00 feet to a point on the south line of an unnamed unimproved street, also being the north line of said Tract 19; thence N89°50'25"E, along the north line of said Tract 19, a distance of 42.23 feet to a point on said south right-of-way line of Highway 50; thence S89°06'23"E, along said south right-of-way line of Highway 50, a distance of 185.01 feet to the Point of Beginning.

Containing 744,665 Sq. Ft. of 17.100 Acres more or Less.

PARCEL 2 (EASEMENT ESTATE)

Together with that certain Non-Exclusive Ingress-Egress Easement granted by Akram Ismail to Maynard K. Knapp, Trustee, to Reciprocal Easement Agreement recorded April 17, 2015, in ORB 4613, Page 948, Public Records of Lake County, Florida.

PARCEL 3 (SOUTHERN PORTION)

Tract 29 and Tract 30, as shown on the Lake Highlands Company Plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, of the Public Records of Lake County, Florida; Less that portion lying within and north of the right of way for Hook Street.

SECOND SURVEY

That portion of the north/south roadway between Tracts 20, 21, 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: Commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida, thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (a variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet to the point of beginning; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 718.43 feet to a point on the northerly right of way line of Hook Street (A 100 foot wide public right of way) said point also being on a non-tangent curve, concave southeasterly, and having a radius of

CITY OF CLERMONT
ORDINANCE No. 2017-24

1750.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°02'34", a distance of 31.85 feet, said curve being subtended by a chord bearing and distance of S 70°37'05" W, 31.85 feet; thence departing said north right of way line, run N 0°14'51" E, a distance of 728.72 feet to a point on the aforementioned southerly right of way line of Highway 50; thence N 89°28'03" E, along said north right of way line, a distance of 30.00 feet to the point of beginning.

Containing 0.50 acre, more or less

THIRD SURVEY

That portion of the north/south roadway between Tracts 28, and 29 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; lying northerly of Hook Street, and southerly of Highway 50, being more particularly described as follow: commence at the NE corner of Section 28, Township 22 South, Range 26 East, Lake County, Florida; thence S 0°17'37" W, a distance of 1372.13 feet; thence N 89°55'52" W, a distance of 1322.25 feet to a point on the south right of way line of Highway 50 (A variable width public right of way); thence the following four (4) courses and distances along said south right of way line, continue N 89°55'52" W, a distance of 60.00 feet; thence N 89°27'07" W, a distance of 184.98 feet; thence S 89°30'08" W, a distance of 42.24 feet; thence S 89°24'19" W, a distance of 1020.48 feet; thence departing said south right of way, run S 00°14'51" W, along the west line of Tracts 20 and 29, a distance of 824.65 feet to a point on the southerly right of way line of Hooks Street (A 100 foot wide public right of way); thence departing said southerly right of way line, run S 0°14'51" W, along the west line of said Tract 29, a distance of 473.42 feet to the southwest corner of said Tract 29; thence S 89°28'17" W, a distance of 30.00 feet to the southeast corner of aforementioned Tract 28; thence N 0°14'51" E, along the east line of said Tract 28, a distance of 462.39 feet to a point on the southerly right of way line of aforementioned Hook Street, said point also being on a non-tangent curve, concave southeasterly, and having a radius of 1650.00 feet; thence southwesterly along the arc of said curve, through a central angle of 01°06'54", a distance of 32.11 feet, to the point of beginning, said curve being subtended by a chord bearing and distance of N 69°22'29" E, 32.11 feet.

Containing 0.32 acres, more or less

FOURTH SURVEY

Tracts 21 and 28 as shown on the Lake Highland's Company plat of Section 28, Township 22 South, Range 26 East, recorded in PB 2, Page 28, Public Records of Lake County, Florida; less that portion of Tract 28, lying south of Hook Street, (County District NO. 2-1346).

LOCATION

South of Highway 50, west of Miss Florida Avenue
Alternate keys 1028272 & 3334566

To amend the Planned Unit Development

SECTION 2 - General Conditions:

This application for a Planned Unit Development to allow for a multi-family residential Planned Unit Development along with C-2 General Commercial uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Z Development Services, dated 8-01-16, Overall Site Plan. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3 - Land Uses and Specific Conditions:

1. The property south of Highway 50 and north of Hooks Street will be permitted for C-2 General Commercial use with one (1) retailer greater than 20,000 square feet and less than 100,000 square feet.
2. Setbacks for Multi-family and Commercial
From Highway 50 50 feet from the property line
From Hooks Street: 50 feet from the property line
Side: 12 feet from the property line
Rear: 25 feet from the property line
3. Driveway access and parking for the C-2 General Commercial portion may be below the centerline of Highway 50 and will be subject to the approval of the City Engineer.
4. The project may have elevation changes of up to 28 feet in height over the project site through the use of cut and fill. These changes will be submitted to the City Engineer at the time of final engineering.
5. Retaining wall heights up to 13 feet in height are allowed to deal with the extreme grades on the site.

6. Parking space dimensions shall be allowed at a minimum 9 feet wide by 18 feet deep for 30 percent of parking requirements.
7. A reduced landscape buffer along Highway 50 is requested due to the presence of a large berm. The landscape buffer shall be a minimum of 10 feet in width and shall have the 30 percent more landscape required for Multi-family and C-2 uses.
8. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.
9. Automotive dealerships and/or auto parts sales shall not be an allowed use within this Planned Unit Development without an amendment.
10. Cross-access easements with the adjoining eastern property owner from the existing Duke Energy curb cut along Highway 50 shall be provided subject to Duke Energy approval.
11. Required landscape buffering within the Duke Energy easement may be omitted with proper documentation from Duke Energy.
12. Retaining wall terraces with a height of 40 feet or greater shall incorporate one 20 foot landscape terrace at the mid way point to allow for larger plantings to buffer the tall walls.
13. Shopping center signs shall be allowed to extend 15 feet above the adjacent D.O.T. berm. (the D.O.T. berm varies in height depending on location.)
14. Any future development on parcels 7 through 13 (south side of project) require a PUD amendment to be approved by City Council.

SECTION 4:

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 5:

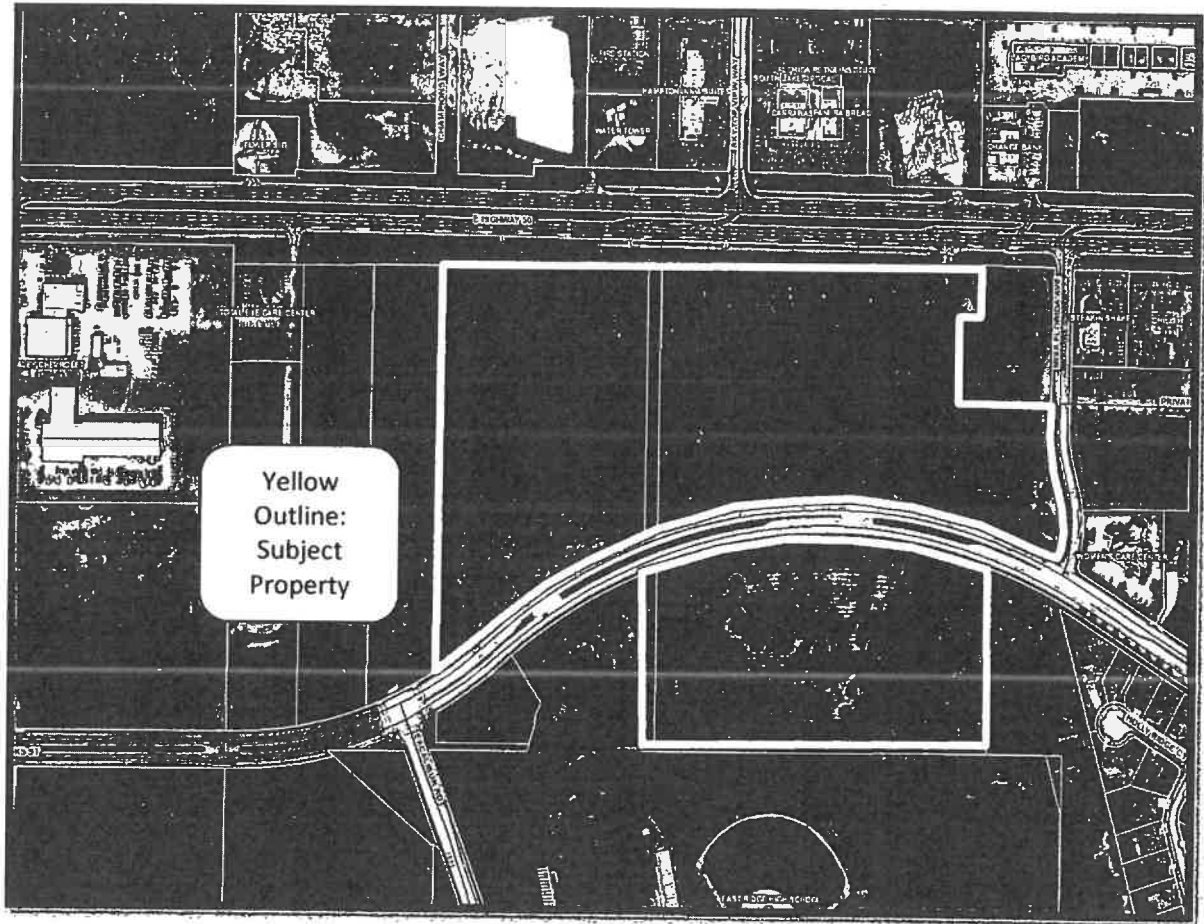
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6:

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2017-24

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-24

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County,
Florida on this 13th day of June, 2017.

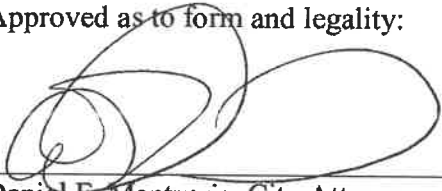
CITY OF CLERMONT

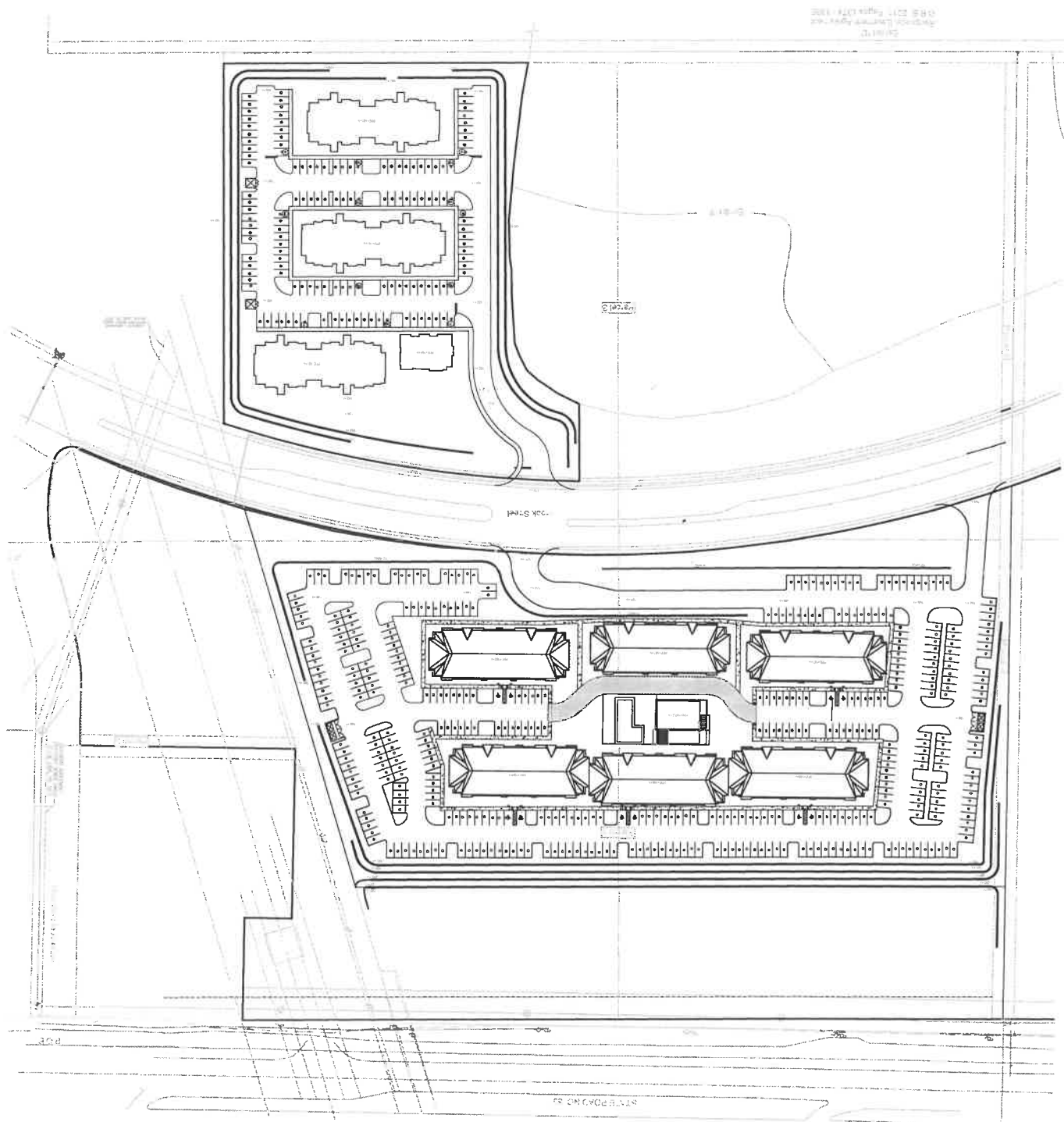

Gail L. Ash, Mayor

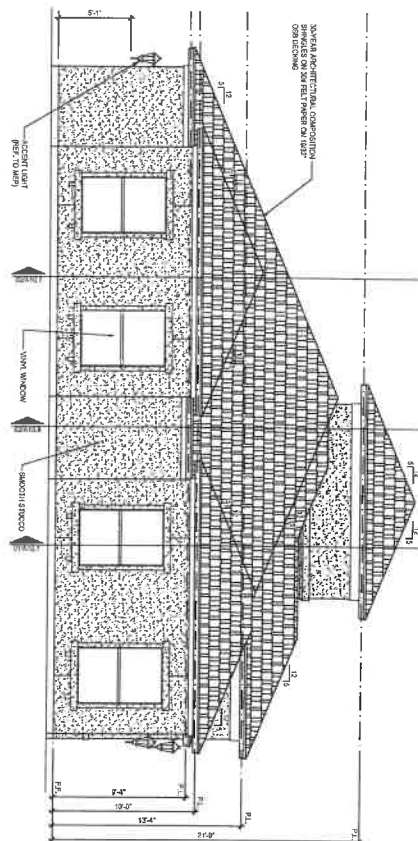

ATTEST


Tracy Ackroyd Howe, City Clerk

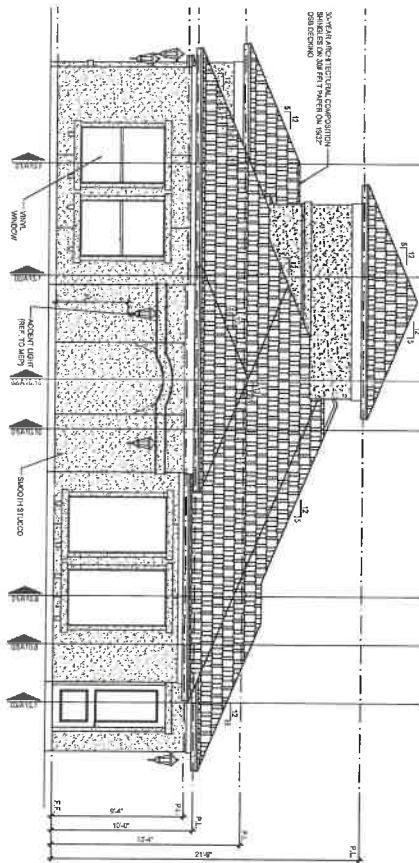
Approved as to form and legality:


Daniel F. Mantzaris, City Attorney





02 CLUBHOUSE LEFT ELEVATION
1/4" = 1'-0"



01 CLUBHOUSE RIGHT ELEVATION
1/4" = 1'-0"

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

DATE:	12/14/2020
PROJECT NAME:	20044
REVISIONS	
NO.	DATE
</	

PLATEAU VILLAGE
LAKELAND, FLORIDA

ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM

Brion
Turnstone
ARCHITECTS



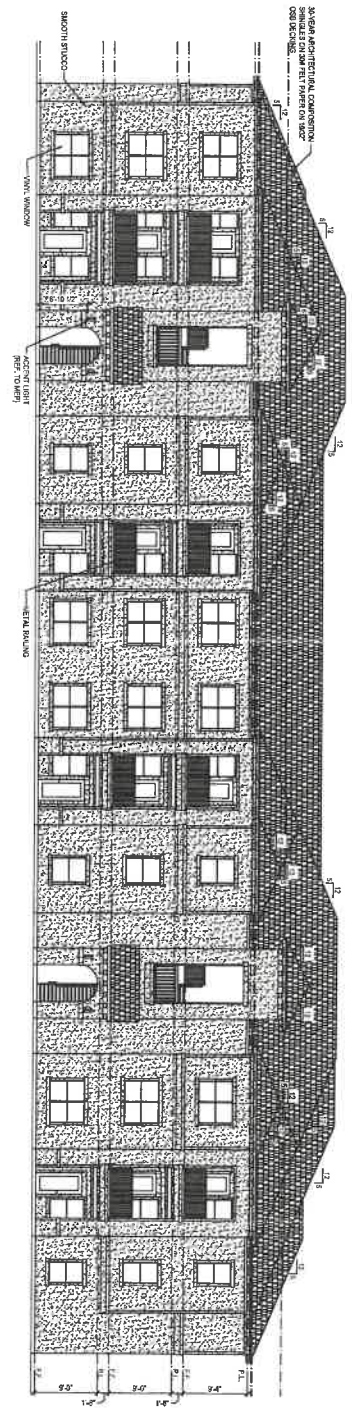
$\frac{1}{4} \approx 1:0^\circ$  $1/4" = 1:0"$ **PRELIMINARY ONLY**

PLATEAU VILLAGE
LAKELAND, FLORIDA

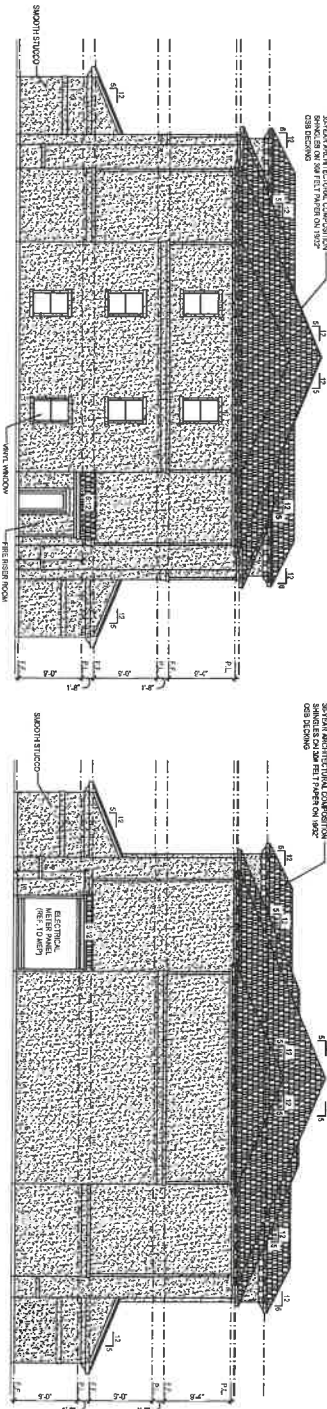
ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM



PRELIMINARY ONLY
NOT FOR CONSTRUCTION

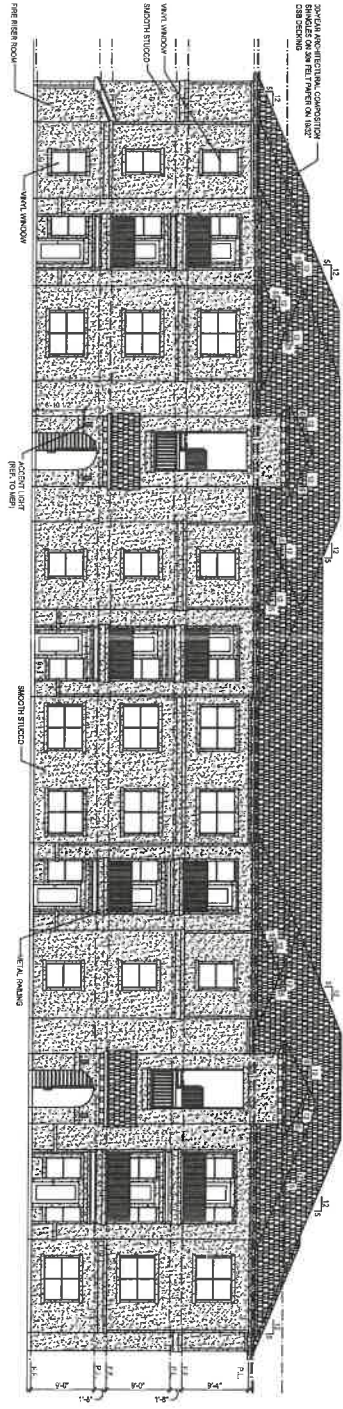


04 BUILDING TYPE 'A' REAR ELEVATION
SCALE: 1/8" = 1'-0"



02 BUILDING TYPE A LEFT ELEVATION
SCALE: 1/8" = 1'-0"

03 BUILDING TYPE 'A' RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

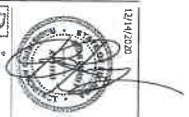


01 BUILDING TYPE 'A' FRONT ELEVATION
SCALE: 1/8" = 1'-0"

[illegible]

PLATEAU VILLAGE
LAKELAND, FLORIDA

ARCHITECT:
CROSS ARCHITECTS, PLLC
879 JUNCTION DRIVE
ALLEN, TEXAS 75013
P: 972.398.6644
WWW.CROSSARCHITECTS.COM





CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month – on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being schedule for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application in a PDF format on a CD or electronically via email to planning@clermontfl.org:

- Completed application. Include all signatures:
 - Applicant's signature (if different from owner of record)
 - Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitter with the application.
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, or deed)
- Legal Description in a word document to be used for legal advertising and in the ordinance for rezoning.
- Plot plan (drawn to scale) of the property involved showing the location of existing building or structures and the location of proposed building or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- Fee: \$542.00 plus the cost of the advertisement, plus the cost of traffic review, if necessary



CITY OF CLERMONT

REZONING

APPLICATION

DATE June		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) The Vue - 2021 Amendment			
Applicant Jimmy D. Crawford, Esq.			
Contact Person Jimmy Crawford and Jennifer Cotch			
Address 702 W Montrose Street		City Clermont	State FL Zip 34711
Telephone 352-432-8644		Fax 352-432-8699	
Email jcrawford@cmhlawyers.com and jcotch@cmhlawyers.com			
OWNER INFORMATION			
Owner's Name AC Commercial Properties I, LLC and Highway 50 Clermont, LLC			
Owner Address 1760 Fennell Street, Suite 200		City Maitland	State FL Zip
Telephone 407-312-6356		Email jamoore@accommercial.com	
PROPERTY INFORMATION			
Address of Subject Property Vacant land south of Hwy 50 and vacant land south of Hooks St., West of Miss Florida Blvd.		City Clermont	State FL Zip 34711
Legal Description (include copy of survey) Please see attached.			
Acreage 6.6+/-		Land Use (City verification required) Commercial and LDR (Commercial proposed)	
Present Zoning (City verification required) PUD		Proposed Zoning PUD	



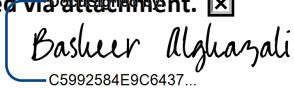
CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

What are you proposing to do that would require a rezoning?

Amendment of existing PUD Ordinance 2017-24 to add work force housing.
Please see attached Statement of Support for more details.

Check box to indicate additional materials are provided via attachment. ☒


C5992584E9C6437...

Jimmy D. Crawford, Esq.

Applicant Name (print)

x _____
Applicant Name (signature)

Owner Name (print)

x _____
Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/22/2020

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the enactment of following proposed ordinance. All interested parties shall be given an opportunity to express their views on this matter.

ORDINANCE NO. 2021-025

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, AN EFFECTIVE DATE AND PUBLICATION.

LOCATION

Site located west of the Miss Florida Avenue and Hooks Street intersection, North and south of Hooks Street, directly north of the East Ridge High School baseball field.
Alternate Key #3905347, 3334566, & 3927260
30.66 +/- Acres

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE RUN NORTH 00°42'51" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 664.12 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN SOUTH 89°24'16" WEST ALONG THE NORTH LINE OF SAID SOUTH 1/4 FOR A DISTANCE OF 1335.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 01°23'58" WEST AND THE POINT OF BEGINNING; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°36'59" FOR A DISTANCE OF 111.29 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF SOUTH 63°07'26" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°49'56" FOR A DISTANCE OF 43.56 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1750.00 FEET AND A CHORD BEARING OF NORTH 87°56'35" WEST AND THE NORTH RIGHT OF WAY LINE OF HOOK STREET, AS DESCRIBED IN ORB 2010, PAGE 316, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°57'58" FOR A DISTANCE OF 1281.78 FEET TO A NON-RADIAL LINE AND THE EAST RIGHT OF WAY LINE OF AN UNNAMED RIGHT OF WAY, ACCORDING TO THE PLAT OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PB 2, PAGE 28, OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°10'52" EAST ALONG SAID EAST RIGHT OF WAY LINE FOR A DISTANCE OF 718.43 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50; THENCE RUN NORTH 89°24'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1127.57 FEET; THENCE RUN SOUTH 89°29'29" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 150.11 (120.11) FEET TO THE WEST LINE OF THE EAST 60 FEET OF TRACT 19, OF SAID LAKE HIGHLANDS COMPANY; THENCE RUN SOUTH 00°26'52" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 445.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 280.00 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°45'47" FOR A DISTANCE OF 77.03 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 15°18'56" EAST FOR A DISTANCE OF 105.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 270.00 FEET AND A CHORD BEARING OF SOUTH 12°51'43" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°54'24" FOR A DISTANCE OF 23.12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THAT PARCEL CONVEYED BY MAYNARD K. KNAPP, INDIVIDUALLY AND AS TRUSTEE TO AKRAM ISMAIL, M.D., BY SPECIAL WARRANTY DEED RECORDED APRIL 17, 2015, IN ORB 4613, PAGE 945, DESCRIBED AS FOLLOWS: A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S01°07'06"W ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE N89°06'23"W, A DISTANCE OF 1322.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50. (RIGHT-OF-WAY VARIES PER RIGHT-OF-WAY MAP SECTION 11070); THENCE CONTINUE N89°06'23"W, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S00°51'39"W, ALONG THE WEST RIGHT-OF-WAY LINE OF MISS FLORIDA AVENUE (ORB 2345, PAGE 748), ALSO BEING PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 AND THE EAST LINE OF TRACT 19 OF LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PB 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 369.94 FEET TO A POINT; THENCE N89°08'21"W, A DISTANCE OF 291.58 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 230.29 FEET TO A POINT; THENCE S89°08'21"E, A DISTANCE OF 64.35 FEET TO A POINT; THENCE N00°51'39"E, A DISTANCE OF 139.00 FEET TO A POINT ON THE SOUTH LINE OF AN UNNAMED UNIMPROVED STREET, ALSO BEING THE NORTH LINE OF SAID TRACT 19; THENCE N89°50'25"E, ALONG THE NORTH LINE OF SAID TRACT 19, A DISTANCE OF 42.23 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50; THENCE S89°06'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 50, A DISTANCE OF 185.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 744,665 SQ. FT. OF 17.100 ACRES MORE OR LESS.

PARCEL 2 (EASEMENT ESTATE)

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE INGRESS-EGRESS EASEMENT GRANTED BY AKRAM ISMAIL TO MAYNARD K. KNAPP, TRUSTEE, TO RECIPROCAL EASEMENT AGREEMENT RECORDED APRIL 17, 2015, IN ORB 4613, PAGE 948, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3 (SOUTHERN PORTION)

TRACT 29 AND TRACT 30, AS SHOWN ON THE LAKE HIGHLANDS COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION LYING WITHIN AND NORTH OF THE RIGHT OF WAY FOR HOOK STREET.

SECOND SURVEY

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 20, 21, 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF HIGHWAY 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 718.43 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY) SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1750.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°02'34", A DISTANCE OF 31.85 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S 70°37'05" W, 31.85 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN N 0°14'51" E, A DISTANCE OF 728.72 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF HIGHWAY 50; THENCE N 89°28'03" E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.50 ACRE, MORE OR LESS

THIRD SURVEY

THAT PORTION OF THE NORTH/SOUTH ROADWAY BETWEEN TRACTS 28, AND 29 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LYING NORTHERLY OF HOOK STREET, AND SOUTHERLY OF HIGHWAY 50, BEING MORE PARTICULARLY DESCRIBED AS FOLLOW: COMMENCE AT THE NE CORNER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE S 0°17'37" W, A DISTANCE OF 1372.13 FEET; THENCE N 89°55'52" W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 50 (A VARIABLE WIDTH PUBLIC RIGHT OF WAY); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID SOUTH RIGHT OF WAY LINE, CONTINUE N 89°55'52" W, A DISTANCE OF 60.00 FEET; THENCE N 89°27'07" W, A DISTANCE OF 184.98 FEET; THENCE S 89°30'08" W, A DISTANCE OF 42.24 FEET; THENCE S 89°24'19" W, A DISTANCE OF 1020.48 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN S 00°14'51" W, ALONG THE WEST LINE OF TRACTS 20 AND 29, A DISTANCE OF 824.65 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HOOK STREET (A 100 FOOT WIDE PUBLIC RIGHT OF WAY); THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S 0°14'51" W, ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 473.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 29; THENCE S 89°28'17" W, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF AFOREMENTIONED TRACT 28; THENCE N 0°14'51" E, ALONG THE EAST LINE OF SAID TRACT 28, A DISTANCE OF 462.39 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF AFOREMENTIONED HOOK STREET, SAID POINT ALSO BEING ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1650.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°06'54", A DISTANCE OF 32.11 FEET, TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N 69°22'29" E, 32.11 FEET.

CONTAINING 0.32 ACRES, MORE OR LESS

FOURTH SURVEY

TRACTS 21 AND 28 AS SHOWN ON THE LAKE HIGHLAND'S COMPANY PLAT OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PB 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS THAT PORTION OF TRACT 28, LYING SOUTH OF HOOK STREET, (COUNTY DISTRICT NO. 2-1346).

CONTAINING 30.66 ACRES +/-

To amend Ordinance No. 2017-24 to add multifamily projects to the Planned Unit Development consisting of up to 320 units



This request will be considered by the Planning & Zoning Commission on Tuesday, September 7, 2021 at 6:30 P.M.

A public meeting to consider the request will be held before the City Council on Tuesday, September 14, 2021 at 6:30 P.M. for (Introduction) and on Tuesday, September 28, 2021 for (Final Adoption).

The meetings will be held at City Hall, Council Chambers, located at 685 W. Montrose Street. This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Tracy Howe

From: Curt Henschel
Sent: Wednesday, October 20, 2021 3:19 PM
To: Tracy Howe
Subject: Fwd: Vue

Sent from my iPad

Begin forwarded message:

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Date: October 20, 2021 at 1:47:53 PM EDT
To: Curt Henschel <CHenschel@clermontfl.org>
Cc: "John E. Kruse" <jekruse@clermontfl.org>, Jennifer Cotch <jcotch@cmhlawyers.com>
Subject: RE: Vue

Dear Curt and John: Please consider this as the Vue of Clermont's official request (AC Commercial Properties, LLC) to postpone the Second Reading at city Council from October 26th, to November 9, 2021.

Additionally, please consider this a request to DROP our request for a workforce housing density bonus on the project – we will ask for 12-units per acre + the pro-rata share of the drainage basin acreage in the stormwater pond parcel.

Jennifer will work with you next week to agree on those numbers.

We will be submitting revised Concept Plans, grading and wall waiver drawings and information, and Traffic Impact Analysis, considering the reduction in units requested.

Thank you.

Jimmy

Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Resolution No. 2022-001R <i>Tidal Wave Carwash CUP</i>		
Requested Action		
Recommend approval of Resolution No. 2022-001R.		
Staff Report		
The applicant is requesting a Conditional Use Permit (CUP) to allow for an automobile carwash facility within a Planned Unit Development (PUD) zoning district. The vacant parcel is located on the southwest corner of State Road 50 and Miss Florida Avenue. The Future Land Use Designation is Commercial. The Planned Unit Development (Resolution 1503), which allows C-2 General Commercial permitted uses. The Land Development Code, Section 122-224, requires a Conditional Use Permit for any type of vehicle service, which includes the proposed carwash use at this location. The applicant is proposing to construct a 3,500 square feet self-service carwash facility with onsite vacuum cleaning stations. The applicant has submitted a conceptual site plan of the layout for the access points, carwash building, and vacuum cleaning stalls for the site. The applicant has indicated the carwash facility will be self-service with limited staff onsite. The proposed carwash will be similar to several other facilities within the city that have self-service vacuum stalls with an automated drive-thru wash that is stationed by the attendant. The proposed project will utilize City water and sewer services, and the City currently has the capacity to service this development. The proposed development shall be required to comply with the Land Development Regulations and all provisions of the codes. All buildings must comply with Clermont Architectural Design Standards. The proposed project will also be required to provide additional landscaping and plant materials to enhance and create an opaque buffer to help minimize the impact of the noise and visibility of the vehicles utilizing the carwash services. STAFF RECOMMENDATION: Staff has reviewed the application and proposed project in regards to Section 86-144, Review Criteria for a Conditional Use Permit. The proposed use is consistent with the existing development patterns and the surrounding areas. The proposed uses will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict with the Clermont Comprehensive Plan goals, objective and policies for commercial land use. The property has access to major road networks and will be required to comply with all Land Development Regulations to allow for site development. Staff recommends <u>approval</u> of Resolution No. 2022-001R. <i>The Planning and Zoning Commission recommended approval, 6-0.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Tidal Wave Carwash CUP - Staff Report	Tidal Wave Carwash CUP - Staff Report.pdf	
2. 2022-001R - Tidalwave Carwash CUP (12.22.2021 V3) - R&FBL	2022-001R - Tidalwave Carwash CUP (12.22.2021 V3) - R&FBL.pdf	

3.	LOCATION MAP	LOCATION MAP.pdf
4.	CUP Concept Site Plan	2111-0002 Concept Site Plan.pdf
5.	CUP Building Elevations	CUP Application DS B 03 A04.2 ext elevs color.pdf
6.	CUP Application Miss Florida Survey 1of2	CUP Applciation Miss Florida Survey 1of2.pdf
7.	CUP Application TF_Clermont FL - 001	CUP Application TF_Clermont FL - 001.pdf
8.	CUP Application	CUP Application.pdf
9.	CUP Legal AD	CUP Legal AD.pdf



CITY OF CLERMONT Staff Analysis Report

OWNER: Florida Restaurant Ventures LLC

APPLICANT: Kori Broussard-Olson Land Partners

PROJECT NAME: Tidal Wave Vehicle Carwash Facility

REQUESTED ACTION: A Conditional Use Permit (CUP) to allow for a vehicle carwash facility within a Planned Unit Development (PUD) zoning district that allows “C-2” General Commercial, permitted uses.

SIZE OF PARCEL: 2.4 acres +/-

LOCATION: Vacant property located on the corner of State Road 50 and Miss Florida Avenue

EXISTING ZONING: Planned Unit Development (PUD) District

EXISTING LAND USE: Vacant Commercial Site

FUTURE LAND USE CATEGORY: Commercial

SITE UTILITIES: City of Clermont Water and Sewer

ANALYSIS:

The applicant is requesting a Conditional Use Permit (CUP) to allow for an automobile carwash facility within a Planned Unit Development (PUD) zoning district. The vacant parcel is located on the southwest corner of State Road 50 and Miss Florida Avenue. The Future Land Use Designation is Commercial. The Planned Unit Development (Resolution 1503), which allows “C-2” General Commercial permitted uses. The Land Development Code, Section 122-224, requires a Conditional Use Permit for any type of vehicle services, which includes the proposed carwash use at this location. The applicant is proposing to construct a 3,500 square feet self-service carwash facility with onsite vacuum cleaning stations.

The applicant has submitted a conceptual site plan of the layout for the access points, carwash building, and vacuum cleaning stalls for the site. The applicant has indicated the carwash facility will be self-service with limited staff onsite. The proposed carwash will be similar to several other facilities within the city that have self-service vacuum stalls with an automated drive-thru wash that is stationed by the attendant. The proposed project will utilize City water and sewer services, and the City currently has capacity to service this development.

The proposed development shall be required to comply with the Land Development Regulations and all provisions of the codes. All buildings must comply with Clermont Architectural Design Standards. The proposed project will also be required to provide additional landscaping and plant materials to enhance and create an opaque buffer to help minimize the impact of the noise and visibility of the vehicles utilizing the carwash services.

STAFF RECOMMENDATION:

Staff has reviewed the application and proposed project in regards to Section 86-144, Review Criteria for a Conditional Use Permit. The proposed use is consistent to the existing development patterns and character of the surrounding areas. The proposed uses will not be detrimental to the health, safety and general welfare of the community. The Conditional Use Permit will not be in conflict to the Clermont Comprehensive Plan goals, objective and policies for commercial land use. The property has access to major road networks and will be required to comply with all Land Development Regulations to allow for site development.

Staff recommends approval of Resolution No. 2022-001R.



CITY OF CLERMONT
RESOLUTION NO. 2022-001R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN AUTOMOTIVE CARWASH FACILITY USE WITHIN A PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held January 4, 2021 recommended approval of this Conditional Use Permit to allow an automotive carwash facility, at the following location:

LOCATION:

Vacant parcel located at the southwest corner of State Road 50
And Miss Florida Avenue
(Alternate Key 3896569)

WHEREAS, from the evidence presented at the public hearing and after consideration of the factors set forth in Sec. 86-144 (d) of the Land Development Code, the city council finds, that: (1) granting the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city; (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity; (3) The proposed use will comply with the regulations and conditions specified in the codes for such use; and (4) The proposed use may be considered desirable at the particular location

WHEREAS, the City Council determines that the application for a conditional use permit meets the criteria set forth in the Land Development Code and otherwise it is in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida that based on the findings stated above and incorporated herein:

1. This application for a Conditional Use Permit (CUP) to allow for an automotive carwash facility in the “PUD” Planned Unit Development Zoning District shall be granted subject to the following conditions:

SECTION 1: GENERAL CONDITIONS

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City



CITY OF CLERMONT
RESOLUTION NO. 2022-001R

of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

3. The Conditional Use Permit must be executed and processed through the Office of the City Clerk within 90 days of the approval date by the City Council or the permit shall become null and voided.
4. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
5. The Fire Marshal shall inspect all buildings and structures to ensure all life safety requirements and fire safety codes are in compliance to the code prior to the issuance of any Certificate of Occupancy.
6. The City Building Inspector shall inspect all structures and buildings for compliance with the Florida Building Codes and any code violations must be corrected prior to the issuance of the Certificate of Occupancy.
7. Prior to the issuance of any permits, the applicant shall be required to submit Formal Site Plans for review and approval by the City of Clermont Site Review Committee. The site plans shall show location of all proposed buildings, structures, picnic areas, and outdoor recreation areas as indicated in the Conditional Use Permit application. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
8. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution after a public hearing.
10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2: LAND USES AND SPECIFIC CONDITIONS

1. This Conditional Use Permit (CUP) will allow for an Automotive Self-Service Carwash Facility as a permitted use.



CITY OF CLERMONT
RESOLUTION NO. 2022-001R

2. The hours of operation will be Monday through Sunday, 7:00 AM to 7:00 PM.
3. The site may also be used for any other permitted uses in the “C-2” General Commercial zoning district.
4. Any new development and/or changes to the subject property must submit for site plan approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved and final construction plans. The conceptual site plan does not grant any development entitlements or permitted uses and only used for conceptual purposes.
5. The site shall be developed in accordance to the Clermont Land Development Regulations and the provision of the “C-2” General Commercial zoning district of the Land Development Codes. All buildings and structures must comply with Clermont Architectural Design Standards.
6. The Facility Services of any vehicles shall be arranged in an orderly manner and state of maintenance so the property appearance shall not be considered a nuisance.
7. Sidewalks are required adjacent to any streets-right-of way for the entire length of the subject property; any required sidewalk installation shall be coordinated with the appropriate City, County or State Agency prior to construction.
8. No outside speaker systems will be permitted at this site.
9. Site lighting shall be installed and operated to reflect downward onto the site and shall not spill over onto the adjacent properties.
10. All fencing shall be ornamental metal or decorative PVC/Vinyl. The construction of any walls shall provide aesthetically pleasing design features and elements for any streets and public viewpoints.
11. Any signage must comply with Clermont Sign Code, Section 102-Signs. A separate permit is required for any signs.
12. The project shall be required to provide enhanced landscape buffers that will include an additional 30 percent of plant materials to create an opaque screen at the time of planting. The landscape buffers shall be designed to create an aesthetically pleasing and enhanced screening for the site.
13. A driveway permit will be required for access to any public streets. The permit process will require the coordination with the appropriate City, County or State Agency prior to construction.



CITY OF CLERMONT
RESOLUTION NO. 2022-001R

SECTION 3: CONFLICT

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Resolution is declared invalid, the invalidated portion shall be severed from the remainder of the Resolution, and the remainder of the Resolution shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Resolution as a whole.

SECTION 5: ADMINISTRATIVE CORRECTION

This Resolution may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Resolution shall be published as provided by law and it shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
RESOLUTION NO. 2022-001R

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 25th day of January 2022.

CITY OF CLERMONT

Tim Murry, Mayor

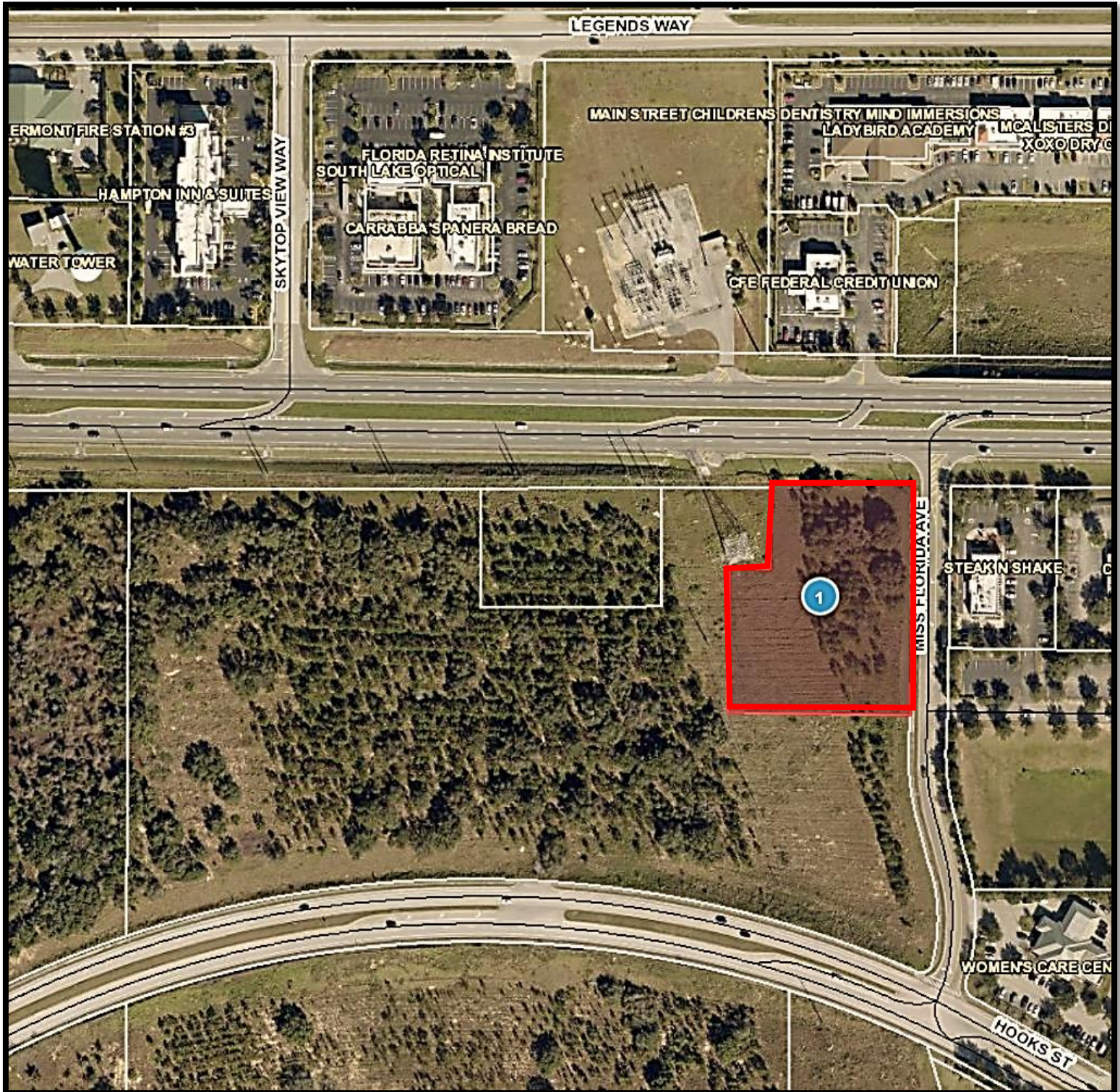
ATTEST:

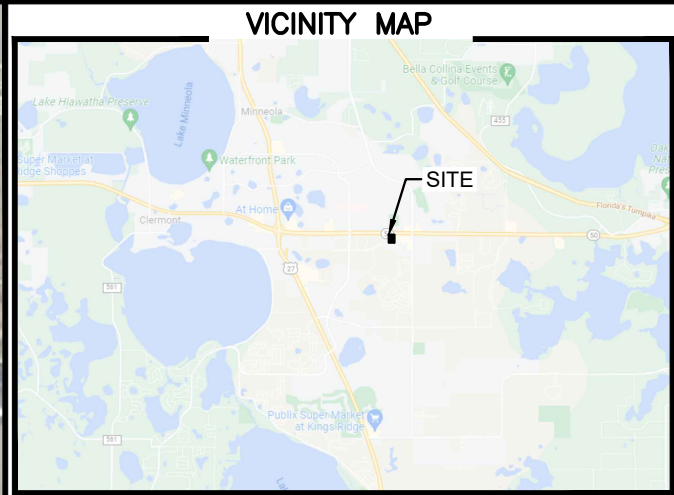
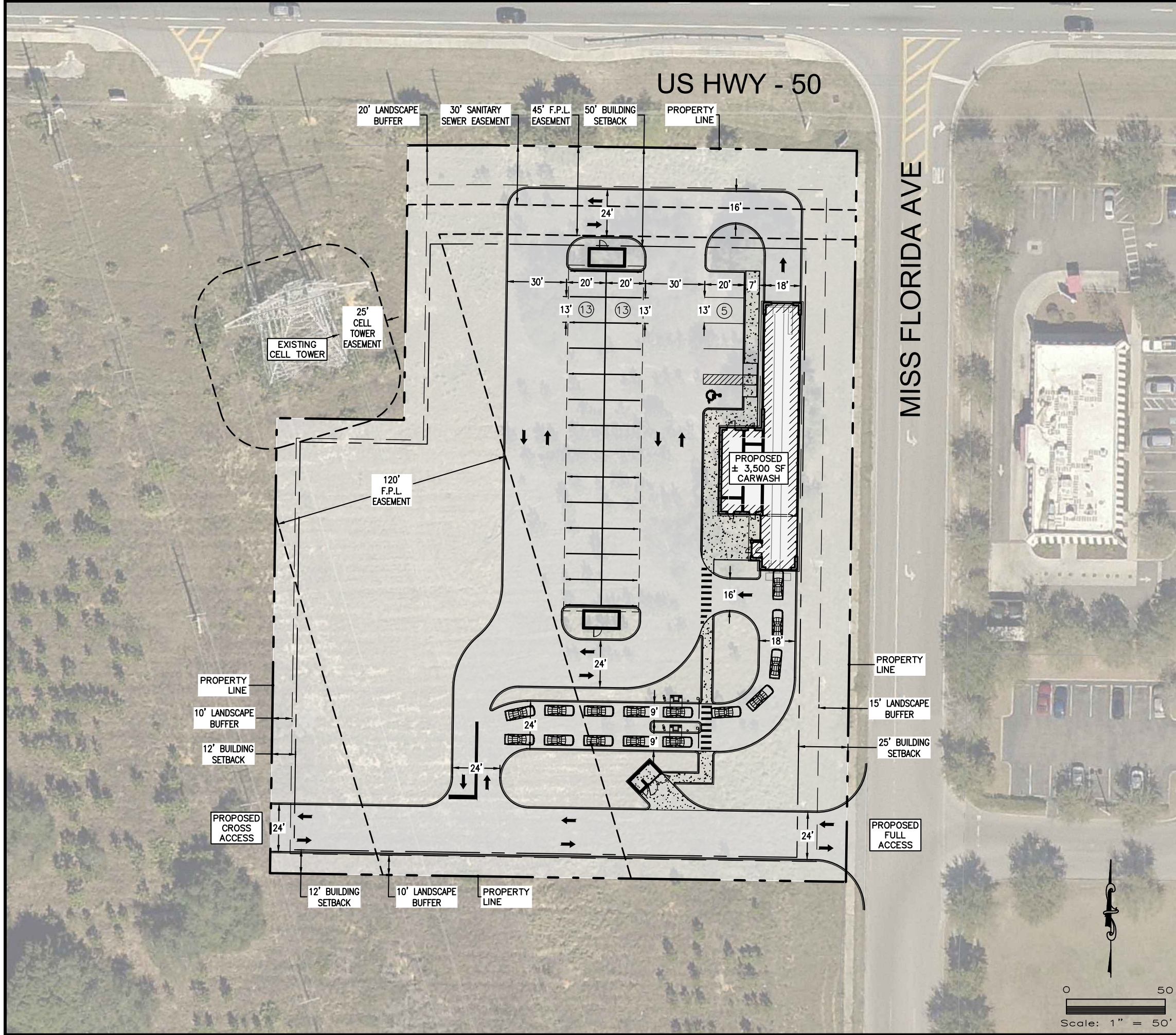
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP





SITE DATA TABLE	
PROJECT NAME	CLERMONT CARWASH
PROJECT ADDRESS	2395 US HIGHWAY 50 CLERMONT, FLORIDA 34711
PROJECT DESCRIPTION	PROPOSAL FOR A NEW ± 3,500 SF CARWASH WITH ASSOCIATED ASPHALT DRIVE AISLES, STRIPING, RIGHT-OF-WAY ACCESS CONNECTIONS, AND CONCRETE WALKWAYS
TOTAL PARCEL/SITE AREA	± 98,880 SF (± 2.27 AC)
EXISTING ZONING	PUD (PLANNED UNIT DEVELOPMENT)
JURISDICTION	CITY OF CLERMONT
PARCEL NUMBER	09-22-26-1205-019-00001
MAX. BUILDING HEIGHT	55'
REQUIRED LANDSCAPE BUFFERS	
FRONT	20' (US HWY 50) + 15' ABUTTING OTHER RIGHT-OF-WAYS
SIDE/REAR	20' STREET / 10' INTERIOR OR REAR
PARKING REQUIREMENTS	
TOTAL PARKING PROVIDED	
VACUUM SPACES (13'x20')	30
ACCESSIBLE PARKING (12'x20')	1
TOTAL PROPOSED SPACES	31

- GENERAL SITE NOTES:**
1. SIGNS REQUIRE A SEPARATE PERMIT.
 2. DUMPSTERS AND MECHANICAL EQUIPMENT WILL BE SCREENED FROM THE PUBLIC.
 3. WALLS OVER 6' HIGH APPROVED BY SEPARATE PERMIT.
 4. PARKING WILL BE PAVED.
 5. PARKING WILL BE WITHIN 600' OF BUILDING.
 6. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND SUCH MUST BE RELOCATED/CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.
 7. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
 8. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
 9. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
 10. THE FIRE DEPT. DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH ADJACENT WALL COLOR.
 11. ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGNED TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
 12. CONDITIONS MAY EXIST THAT COULD RESTRICT THE DEVELOPMENT OF THIS SITE AS SHOWN. THIS DRAWING IS INTENDED TO BE CONCEPTUAL ONLY AND ADDITIONAL RESEARCH AND DESIGN WOULD BE REQUIRED FOR THE PREPARATION OF A SITE PLAN THAT MEETS LOCAL JURISDICTIONAL CODES.
 13. BCG DOES NOT PURPORT THAT THIS SITE CAN BE DEVELOPED AS SHOWN. THE PURCHASE OF THIS SITE SHALL BE AT THE OWNER/DEVELOPER'S SOLE EXPENSE.
 14. STORMWATER MANAGEMENT FACILITY SHOWN ON THIS PLAN ARE PURELY CONCEPTUAL AND IS SUBJECT TO CHANGE UPON FINAL CIVIL DESIGN. BCG DOES NOT PURPORT THAT WHAT IS SHOWN IS ADEQUATE TO MEET ALL JURISDICTIONAL REQUIREMENTS.
 15. NO SITE VISITS HAVE BEEN PERFORMED TO ENSURE THE ACCURACY OF THE AERIAL IMAGE SHOWN HEREON.
 16. THIS EXHIBIT IS NOT INTENDED TO BE USED AS A CONSTRUCTION DOCUMENT, AND SHOULD NOT BE CONSTRUED IN ANYWAY TO BE USED FOR CONSTRUCTION PURPOSES.

PROPOSED LEGEND

---	PROPERTY LINE
---	BUILDING SETBACK LINE
---	LANDSCAPE BUFFER
12	PARKING COUNT

0 50
Scale: 1" = 50'

CONCEPTUAL DESIGN

CLERMONT CARWASH

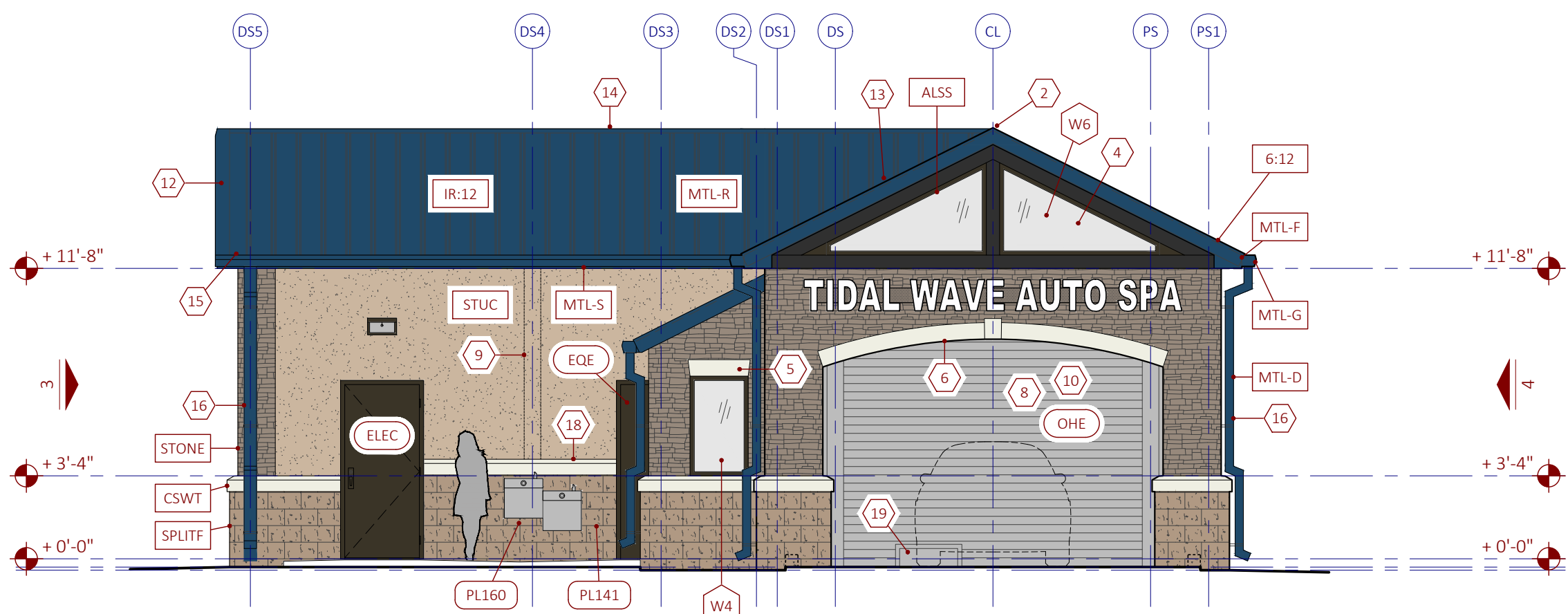
2395 US HIGHWAY 50
CLERMONT, FLORIDA 34711

Bowman
CONSULTING GROUP, LTD.

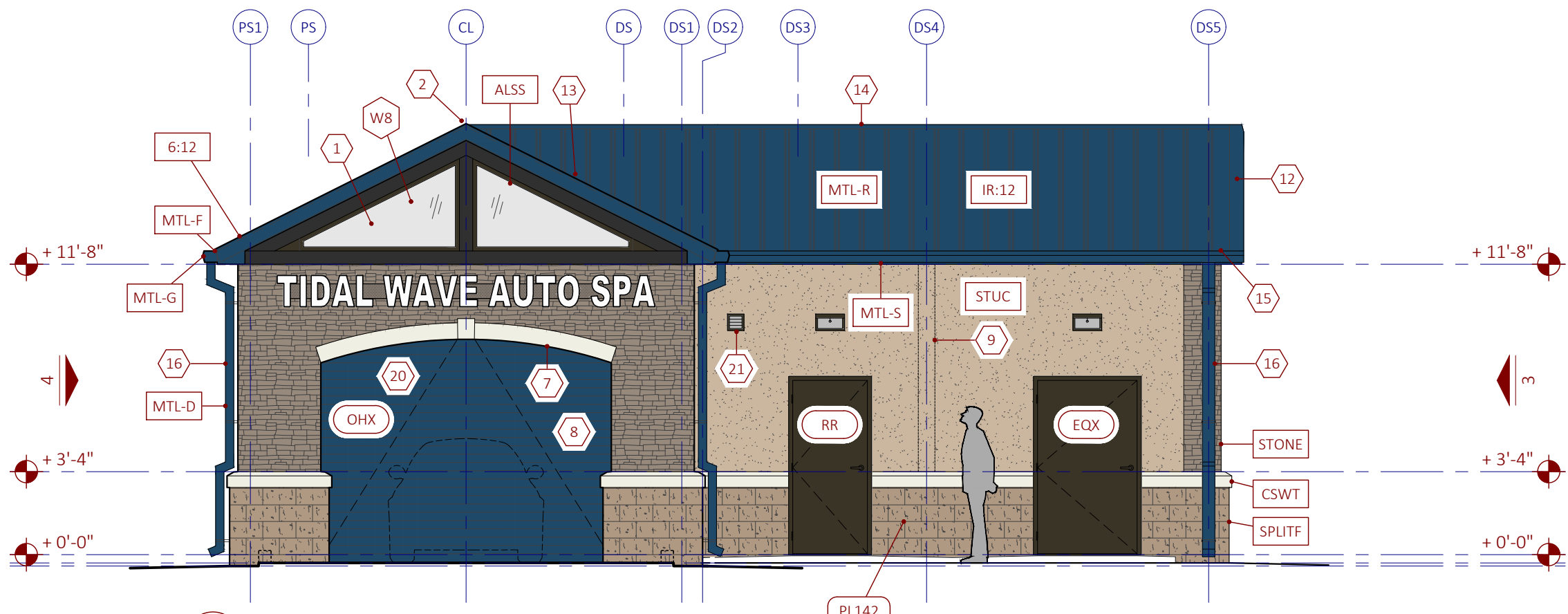
Certificate of Authorization License No. 30462

JDH DSGN	JDH DRAWN	MS CHKD
010937-01-002 PROJECT NUMBER		
SCALE 1" = 50'		
VERSION 1 A		

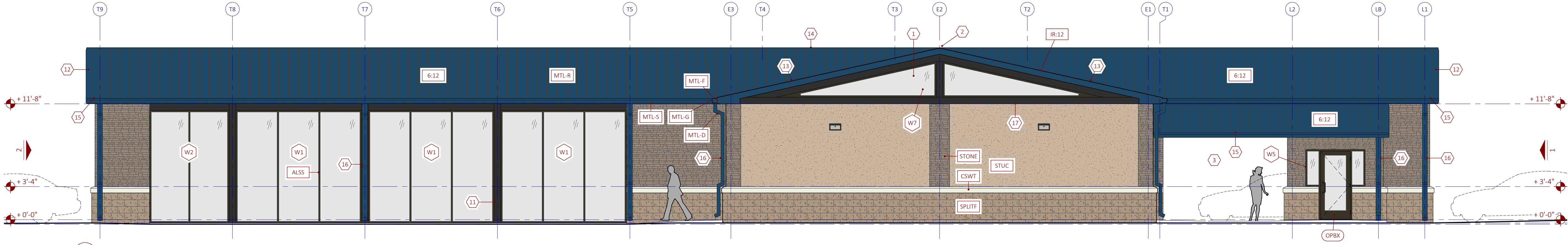
Bowman Consulting Group, Ltd.
1410 N Westshore Blvd
Suite 111
Tampa, FL 33607
Phone: (813) 474-7424
www.bowmanconsulting.com
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1 TUNNEL ENTRY ELEVATION



2 TUNNEL EXIT ELEVATION



3 DRIVER SIDE ELEVATION



4 PASSENGER SIDE ELEVATION

MARK	SHORTNAME	REMARKS
1	Storefront in Truss	Storefront assembly in truss web
2	Flush at Ridge	Ridges shall meet flush
3	Open Air	Open air through Loading Area
4	Open to Beyond	Tunnel-entry facade truss is open through webbing, windows are beyond above overhead door
5	Jack Arch	Cast stone jack arch
6	Entry Arch	Cast stone ±21'-6" radius at tunnel entry
7	Exit Arch	Cast stone ±18'-6" radius at tunnel exit
8	Match Roof Color	Overhead door slat color to match prefinished metal roofing color
9	Stucco Joint	Stucco control joints to align with each edge of column
10	Open to Beyond	Tunnel-entry arch is open to beyond, overhead door is beyond at back of loading area
11	Painted Columns	Paint exposed steel columns, typical
12	Rake Edge Flashing	Metal rake edge flashing to conceal edge of starter panel
13	Valley Flashing	Open valley metal with side locks
14	Ridge Cap Flashing	Vented ridge cap flashing with perforated metal
15	Sheetmetal Gutter	Downslope flashing with L-type gutter
16	Sheetmetal Downspout	4x6 box downspout and straps painted blue to match prefinished metal roofing color
17	Cap Flashing over Stucco	Tuck cap flashing under tie-beam and over stucco top edge to divert water, this facade only
18	Raised Wainscot	Raise wainscot and watertable (1) course (±8-in) between doors to secure water fountains at accessible height
19	Notch for Conveyor	Notch overhead door skirt at tunnel entry-side only for continuation of conveyor tire guide rails into Loading Area
20	Only Slats Visible	Size overhead exit door drum so that only slats are visible from the exterior when door is closed and archway is completely open when door is fully-open
21	Bathroom Exhaust	Core hole to vent bathroom exhaust thru wall and finish with painted or prefinished sheet metal escutcheon, louver, all-weather cover, and insect screen

MARK	SHORTNAME	REMARKS
6:12	6:12	6:12 roof slope
IR:12	Storefront	Irregular roof slope pitched as needed to align intersecting ridges
ALSS	Watertable	Aluminum storefront system
CSWT	Irregular Slope	Cast stone watertable
MRP	MR Paneling	Moisture resistant paneling
MTL-D	Sheetmetal Downspout	Prefinished sheet metal downspout
MTL-F	Sheetmetal Fascia	Prefinished sheet metal fascia
MTL-G	Sheetmetal Gutter	Prefinished sheet metal gutter
MTL-R	Sheetmetal Roofing	Prefinished sheet metal roofing
MTL-S	Sheetmetal Soffit	Prefinished sheet metal soffit
SPLITF	Splitface Wainscot	4x8x16 splitface block wainscot masonry
STONE	Stone Cladding	Drystack stone wall veneer / cladding
STUC	Stucco	Genuine Stucco



OLSON LAND PARTNERS, LLC
Real Estate Acquisitions & Development
4300 Legendary Drive, Suite 234
Destin, Florida 32541
T: 850.650.4353 F: 850.650.3881

PROJECT:



2395 Florida SR-50
Clermont, FL 34711

PROTOTYPE:	133DSB
PROTOTYPE DATE:	in progress
SETUP DATE:	21-1110
SET NAME:	

SET DATE:
PROFESSIONAL OF RECORD:

DESIGNER'S INFORMATION:

SHEET DATE:	21-0727
SHEET REVISIONS:	
▲ DATE:	DESCRIPTION:

DRAWN BY:
SHEET TITLE:

EXTERIOR ELEVATIONS (COLOR)

SHEET SCALE: 3/16" = 1'-0"
SHEET NUMBER:

A04.2



LEGAL DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S0107°06'W, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1372.13 FEET TO A POINT; THENCE S89°06'23"W, A DISTANCE OF 1322.25 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50, A DISTANCE OF 185.01 FEET TO A POINT; THENCE S0107°06'W, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S0051°39'N, ALONG THE WEST RIGHT-OF-WAY LINE OF MISS FLORIDA AVENUE (ORB 23AS, PAGE 748), ALSO BEING PARALLEL TO AND 60.00 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28 AND THE EAST LINE OF TRACT 19 OF LAKE COUNTY, FLORIDA, A DISTANCE OF 291.58 FEET TO A POINT; THENCE S0051°39'N, ALONG THE WEST RIGHT-OF-WAY LINE OF MISS FLORIDA AVENUE (ORB 23AS, PAGE 28) OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 369.94 FEET TO A POINT; THENCE S89°08'21"W, A DISTANCE OF 291.58 FEET TO A POINT; THENCE N0051°39'E, A DISTANCE OF 230.29 FEET TO A POINT; THENCE S89°08'21"E, A DISTANCE OF 64.35 FEET TO A POINT; THENCE S0107°06'W, ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 28, AN UNNAMED UNIMPROVED STREET, ALSO BEING THE NORTH LINE OF SAID TRACT 19; THENCE S89°05'25"E, ALONG THE NORTH LINE OF SAID TRACT 19, A DISTANCE OF 42.23 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50; THENCE S89°06'23"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 50, A DISTANCE OF 185.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 98,880 SQUARE FEET OR 2.270 ACRES, MORE OR LESS

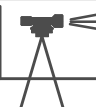
GENERAL NOTES:

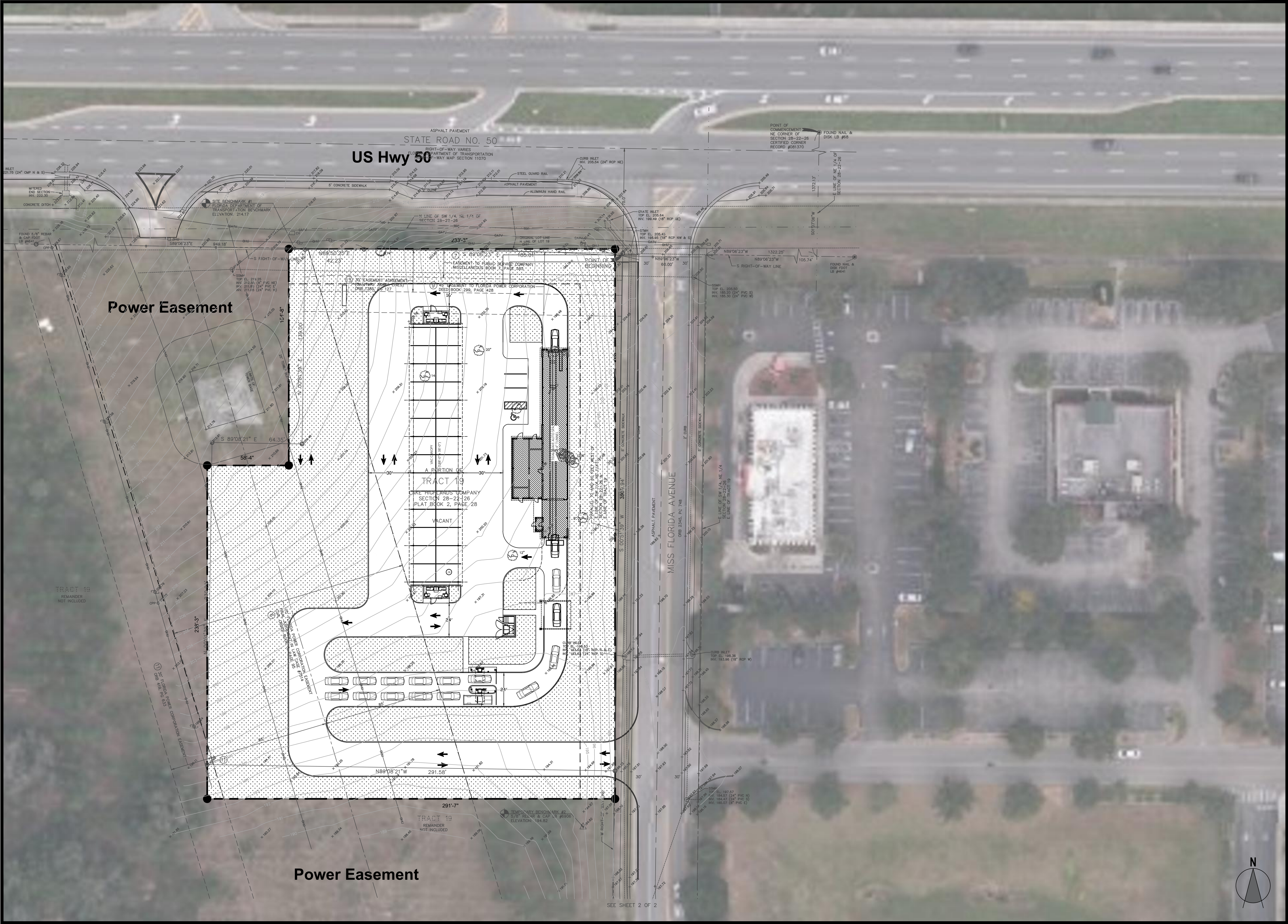
1. THE PURPOSE OF THIS DRAWING IS TO DETERMINE THE LIMITS OF THE PARCEL OR TRACT AS DESCRIBED IN THE LEGAL DESCRIPTIONS SHOWN HEREON, BY ESTABLISHING OR RE-ESTABLISHING CORNERS, MONUMENTS AND BOUNDARY LINES. FURTHERMORE, TO ESTABLISH THE HORIZONTAL AND VERTICAL SPATIAL RELATIONSHIP OF THE NATURAL OR MANMADE FEATURES LYING THEREIN.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 50, BEING S89°06'23"E, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF WAY MAP.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND/OR RIGHT-OF-WAY RECORDS.
4. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. UNDERGROUND IMPROVEMENTS SHOWN ARE BASED ON FLAGS AND PAINT BY SUNSHINE UNDERGROUND LOCATION.
5. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER 12069C0590E, DATED 12/18/12, THE SUBJECT PROPERTY APPEARS TO BE IN FLOOD ZONE X.
6. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
7. VERTICAL INFORMATION SHOWN HEREON IS BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION BENCH MARK.

DESIGNATION: 9
ELEVATION: 214.17 (NAVD 88)
DESCRIPTION: 7 FEET WEST OF THE NW CORNER OF SUBJECT
PROPERTY.

LEGEND:

	FOUND 5/8" REBAR AND CAP LB #9000	
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION	
CV	CABLE VALVE	 CONCRETE
STM-L	POLYVINYL CHLORIDE PIPE	
SSM-L	STORM MANHOLE	 LIGHT POLE
SV	SANITARY SEWER MANHOLE	
EL	ELEVATION	 CONCRETE POWER POLE
RV	INVERT	
HP	REINFORCED CONCRETE	 CEDAR TREE
	WOOD UTILITY POLE & GUY WIRE	
	OVERHEAD UTILITY LINE	 CABBAGE PALM
	RISE WATER VALVE	 OAK TREE
W		 TELEPHONE RISER
RW		
MGFGG	NO FIBER OPTIC CABLE	 WATER VALVE
CATV	UNDERGROUND CABLE TELEVISION	 FIRE HYDRANT
TSC	TRAFFIC SIGNAL CABLE	
G	UNDERGROUND GAS	 SPOT ELEVATION
UGE	UNDERGROUND GAS	 WATER METER
	CENTERLINE	 PLAT
--	RIGHT OF WAY LINE	 MEASURED DESCRIPTION CALCULATED
CONC	CONCRETE	 NORTH AMERICAN VERTICAL DATUM OF 1983
TRANS	TRANSFORMER	
CV	CABLE VALVE	
HP	REINFORCED CONCRETE	

BOUNDARY & TOPOGRAPHIC SURVEY		 LOCKLIN & ASSOCIATES, INC. SURVEYORS & MAPPERS 315 SPRINGVIEW DRIVE SANFORD, FL 32773 VOICE: (407) 302-4001 FAX/DATA: 262-7650	
		No. DATE REVISION	
CERTIFIED TO: MAYNARD K. KNAPP, TRUSTEE LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A. AKRAM ISMAIL, MD, AND/OR ASSIGNS WRIGHT, FULFORD, MOORHEAD & BROWN, P.A. FIDELITY NATIONAL TITLE COMPANY		No. DATE REVISION	
CERTIFICATION: I HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTERS 65-17, 65-17.1, 65-17.2, 65-17.3, 65-17.4, 65-17.5, 65-17.6, 65-17.7, 65-17.8, 65-17.9, 65-17.10, 65-17.11, 65-17.12, 65-17.13, 65-17.14, 65-17.15, 65-17.16, 65-17.17, 65-17.18, 65-17.19, 65-17.20, 65-17.21, 65-17.22, 65-17.23, 65-17.24, 65-17.25, 65-17.26, 65-17.27, 65-17.28, 65-17.29, 65-17.30, 65-17.31, 65-17.32, 65-17.33, 65-17.34, 65-17.35, 65-17.36, 65-17.37, 65-17.38, 65-17.39, 65-17.40, 65-17.41, 65-17.42, 65-17.43, 65-17.44, 65-17.45, 65-17.46, 65-17.47, 65-17.48, 65-17.49, 65-17.50, 65-17.51, 65-17.52, 65-17.53, 65-17.54, 65-17.55, 65-17.56, 65-17.57, 65-17.58, 65-17.59, 65-17.60, 65-17.61, 65-17.62, 65-17.63, 65-17.64, 65-17.65, 65-17.66, 65-17.67, 65-17.68, 65-17.69, 65-17.70, 65-17.71, 65-17.72, 65-17.73, 65-17.74, 65-17.75, 65-17.76, 65-17.77, 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65-27.78, 65-27.79, 65-27.80, 65-27.81, 65-27.82, 65-27.83, 65-27.84, 65-27.85, 65-27.86, 65-27.87, 65-27.88, 65-27.89, 65-27.90, 65-27.91, 65-27.92, 65-27.93, 65-27.94, 65-27.95, 65-27.96, 65-27.97, 65-27.98, 65-27.99, 65-28.00, 65-28.01, 65-28.02, 65-28.03, 65-28.04, 65-28.05, 65-28.06, 65-28.07, 65-28.08, 65-28.09, 65-28.10, 65-28.11, 65-28.12, 65-28.13, 65-28.14, 65-28.15, 65-28.16, 65-28.17, 65-28.18, 65-28.19, 65-28.20, 65-28.21, 65-28.22, 65-28.23, 65-28.24, 65-28.25, 65-28.26, 65-28.27, 65-28.28, 65-28.29, 65-28.30, 65-28.31, 65-28.32, 65-28.33, 65-28.34, 65-28.35, 65-28.36, 65-28.37, 65-28.38, 65-28.39, 65-28.40, 65-28.41, 65-28.42, 65-28.43, 65-28.44, 65-28.45, 65-28.46, 65-28.47, 65-28.48, 65-28.49, 65-28.50, 65-28.51, 65-28.52, 65-28.53, 65-28.54, 65-28.55, 65-28.56, 65-28.57, 65-28.58, 65-28.59, 65-28.60, 65-28.61, 65-28.62, 65-28.63, 65-28.64, 65-28.65, 65-28.66, 65-28.67, 65-28.68, 65-28.69, 65-28.70, 65-28.71, 65-28.72, 65-28.73, 65-28.74, 65-28.75, 65-28.76, 65-28.77, 65-28.78, 65-28.79, 65-28.80, 65-28.81, 65-28.82, 65-28.83, 65-28.84, 65-28.85, 65-28.86, 65-28.87, 65-28.88, 65-28.89, 65-28.90, 65-28.91, 65-28.92, 65-28.93, 65-28.94, 65-28.95, 65-28.96, 65-28.97, 65-28.98, 65-28.99, 65-29.00, 65-2			



4300 Legendary Drive, Suite 234
Dentin, Florida 32541
T: 850.650.4353 F: 850.650.3881

Project:



2395 FL SR-50
Clermont, FL 34711

REVIEW PROCESS

ISSUE DATE	09/01/21
ISSUED BY (OLP)	☒
REVIEW DUE	--/--
REVIEW BY (TIDAL WAVE)	☐
APPROVED	☐
APPROVED AS NOTED	☐
REVISE & RESUBMIT	☐
REJECTED	☐

SIGNATURE: (Authorized Reviewer) DATE

Sites are approved if no comments are provided (10) days after submitted

SITE STATISTICS

TOTAL SITE AREA	105,578 SF (2.4 AC)
PAVING AREA	55,743 SF (52%)
LANDSCAPE AREA	49,835 SF (47%)
BUILDING AREA	3,500 SF
TUNNEL LENGTH	133 FT
VACUUM STALLS	28
ADA PARKING SPACES	1
PARKING SPACES	3
TRAFFIC COUNT (DOTD)	54,234
TRAFFIC COUNT (Q-TRIP)	--
MEDIAN INCOME (3 MILE)	\$70,295
MEDIAN AGE (3 MILE)	40.9
POPULATION (1 MILE)	2,838
POPULATION (3 MILE)	37,740
POPULATION (5 MILE)	64,078

Sheet: TEST FIT 1" = 1'-0"

TF: 0.001



CITY OF CLERMONT **CONDITIONAL USE PERMIT FILING INSTRUCTIONS**

In addition to the attached application, the applicant shall provide the following information:

1. Proof of ownership, i.e. tax receipt, deed, or Lake County Property record card.
2. A complete legal description and survey of the subject property provided in a word document to be used for the legal advertising and in the CUP. It may be included on the CD as a word document or emailed to planning@clermontfl.org
3. A preliminary site plan clearly depicting the proposed project, showing the location and dimensions of the site, topographic features including floodplains and wetlands, all existing and proposed structures, architectural elevations (all sides), signs, driveways, parking areas and landscaping, etc. Maximum size for plans is 11" x 17" (if provided electronically, applicant does not need to provide paper copies)
4. One PDF copy of the Site Plan on disk, as directed by City staff. This will depend if the project borders a Lake County right-of-way.
5. Plans for the provision of services and infrastructure, and if required, traffic studies, Transportation Proportionate Fair Share information, or School Concurrency information.
6. Landscape plans in conformance with Chapter 118 of the Code. (see #3 above)
7. Original signature application

APPLICATION FEE: \$845.00 plus the cost of advertisement, plus the cost of traffic review fee*, if necessary.

*If the conditional use impacts traffic, a third party review through the City's traffic consultant will be necessary. The cost of review will be the responsibility of the applicant.



CITY OF CLERMONT

CONDITIONAL USE PERMIT

APPLICATION

Date 11/05/2021		FEE: \$845 + cost of advertisement + cost of traffic review (if necessary)	
Project Name (if applicable) TWOLP-Clermont, FL (SR 50)			
Applicant Kori Broussard-Olson Land Partners			
Contact Person Maleia Storum			
Address 1410 N. Westshore Blvd. Suite 111	City Tampa	State FL	Zip 34698
Telephone 813-642-4924	Fax		
Email mstorum@bowman.com			
OWNER INFORMATION ☐ (Check box if owner information is same as applicant)			
Owner's Name FLORIDA RESTAURANT VENTURES LLC			
Owner Address 400 E 22ND ST STE E	City Lombard	State IL	Zip 60148
Telephone	Fax		
PROPERTY INFORMATION			
Address of Subject Property 2395 EAST HIGHWAY 50	City Clermont	State FL	Zip 34711
General Location SWC of SR 50 & Miss Florida Ave			
Legal Description & Alternate Key (include copy of survey) 3896569 Survey & Legal Description Included in submittal			
Land Use (City verification required) Vacant Commercial			
Zoning (City verification required) PUD			



CITY OF CLERMONT
**CONDITIONAL USE PERMIT
APPLICATION**

Detailed Description of request (What are you proposing to do and why is it appropriate for this location?) Attach additional page if necessary.

Proposed use is an automated car wash with self-serve vacs. This parcel has limited develop-able area due to the existing high voltage electrical easement running through the site. This is a corner parcel with frontage on SR-50 and direct access to Miss Florida Street. The corner parcel to SR-50 makes it an ideal location.

Kori Broussard

Applicant Name (print)

x

Applicant Name (signature)

Florida Restaurant Ventures, LLC *Michael Buzile*

Owner Name (print)

x

Owner Name (signature)

*****NOTICE*****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

5/26/2020



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune | News Herald
Northwest Florida Daily News

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	3896569

Date:	12/20/2021
Order Number:	6680884
Prepayment Amount:	\$ 0.00

Column Count:	1
Line Count:	46.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	2	12/28/2021 - 01/18/2022	Govt Public Notices
LEE dailycommercial.com	2	12/28/2021 - 01/18/2022	Govt Public Notices

Total Order Confirmation	\$144.32
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LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow an automotive car wash in the Planned Unit Development (PUD) zoning district.

LOCATION

Vacant parcel located on the southwest corner of State Road 50 and Miss Florida Avenue

Alternate Key #3896569

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

The Planning & Zoning Commission will consider this request on Tuesday, January 4, 2022 at 6:30 PM.

A public meeting to consider this request will be held before the Clermont City Council on Tuesday, January 25, 2022 at 6:30 PM.

All public meetings are held at the Clermont City Hall, first floor Council Chambers, located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

6680884 12/28, 1/18



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Citizen Request		
Requested Action		
Staff Report		
Charlene Forth submitted an agenda item request form to discuss safety and parking violations in downtown Clermont.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	CharleneForthRequest	CharleneForthRequest.pdf

URGENT LIFE-SAFETY HAZARD



CITY OF CLERMONT
685 W. Montrose St.
Clermont, FL 34711
(352) 241-7331

AGENDA ITEM REQUEST FORM



Complete Submissions Required:

This form shall be used to request that an item be placed on a City Council agenda for review and possible action. If the request is made by a City Council Member, it shall be placed on an agenda by the City Manager at the next available Council meeting. If the request is made by a citizen, the City Manager shall review the request and determine if presentation to the City Council as an agenda item is in the best interest of the City. If the City Manager rejects the request, then the citizen may present the request to the City Council at a regularly scheduled council meeting for approval to be placed on a future agenda.

This form must be filed and complete to have an item placed on the City Council Agenda for consideration. Request forms and documentation must be complete and received by the City Clerk's Office no later than 12:00 p.m. (noon) on the Friday seven (7) business days prior to the Regular Council meeting in order to be placed on that meeting's agenda. The item may be placed on a workshop or special council meeting agenda if deemed appropriate by the City Manager. Only completed request forms are considered for placement on the agenda.

Regular Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall unless otherwise noticed.

I am a: ☒ Citizen ☐ Council Member

Requestor: CHARLENE FORTH
PRINTED NAME

Date Submitted: 12-21-2021

Address: 939 W. DESOTO ST.
CLERMONT, FL. 34711

Preferred contact: ☒ Cell (352) 459-7860 ☐ Work phone _____
☐ E-mail _____ ☐ Fax _____

I respectfully request the below item be placed on the ~~AUGUST~~ JANUARY (Date) Agenda for City Council consideration.

- 1) Describe Item to be considered and area of City involved, if any: HISTORIC DOWNTOWN
CBD & RESIDENTIAL SAFETY & PARKING VIOLATIONS,
Blocking Commerce illegally
- 2) Executive Summary of Item and Action sought by Council: ENFORCE Codes, STATE
TRAFFIC/CITATION STATUTES & INSTITUTE PROTOCOLS
TO PROTECT Public & COMMERCE

3) Do you need time to present this item? ☒ Yes ☐ No

If so, how much? 15 MIN. MAX.

4) Will your item have supporting documents? ☒ Yes ☐ No

If so, how many pages? (3)
ADDITIONAL (5) PROFESSIONAL
PHOTOS TO COME

ADMIN / OFFICIAL USE ONLY:

Consent Item: ☐ Yes ☐ No

Any Prior City Council Action: ☐ Yes ☐ No

Agenda Date Assignment: _____

Projected Future City Council Action: _____

Fiscal Impact: _____

Staff Recommendation on this Requested Item:

City Manager's Office ☐ Yes ☐ No ☐ NA
City Attorney's Office ☐ Yes ☐ No ☐ NA
City Clerk's Office ☐ Yes ☐ No ☐ NA
Finance Department ☐ Yes ☐ No ☐ NA
OTHER _____ ☐ Yes ☐ No ☐ NA

Public Services ☐ Yes ☐ No ☐ NA

Staff Comments: _____

Anticipated Time Necessary for Item: _____

TRACKING:

Received by City Clerk: 12/20/21

12 Staff Initial

Administratively Complete: _____

_____ Staff Initial

Date of Agenda Placed for Consideration: _____

_____ Staff Initial

Council Action Taken _____ on _____
Yes No NA

SIGNATURE – City Clerk's Office

PRESENTATION TO CLERMONT CITY COUNCIL

URGENT LIFE-SAFETY HAZARD

From: Resident Charlene Forth

INTRODUCTION:

Eroding quality of life in Historic Downtown and residential district.



A) PARKING VOILATIONS

- 1) Alcohol and semi-trucks/West Desoto Street
- 2) Patrons/Citizens violations
- 3) Blocking and impeding business driveways and commerce
- 4) Blocking residual and illegal parking
- 5) Post office-patrons and restricted parking areas

B) OUTDOOR AMPLIFIED MUSIC AT BUSINESS IN THE CBD DISTRICT

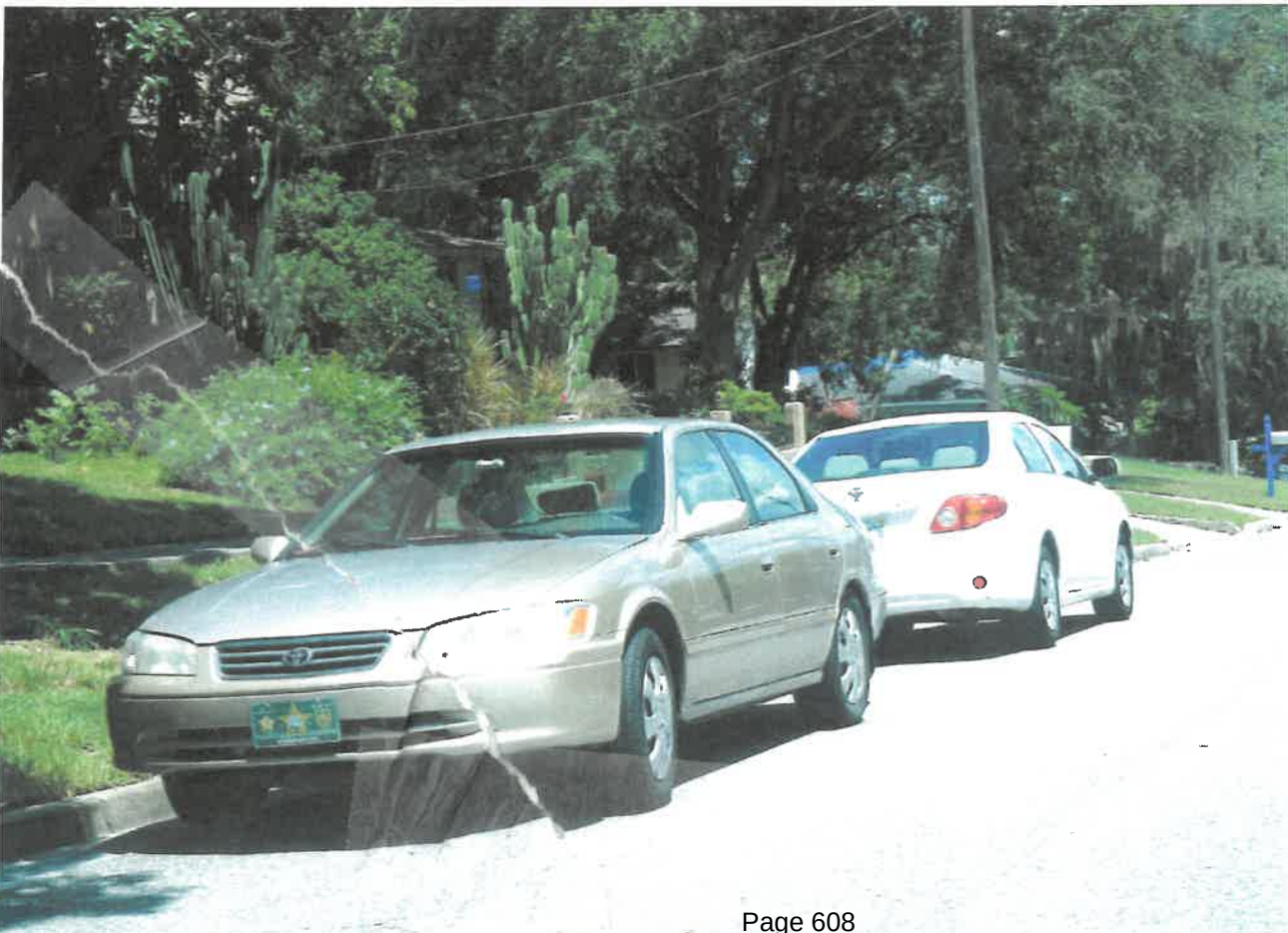
- 1) Restaurants, breweries, and outdoor patios
- 2) Homeowner in CBD district/amplified music staged in front of house on Montrose Street
- 3) EXCLUDES: city-sanctions events at city hall

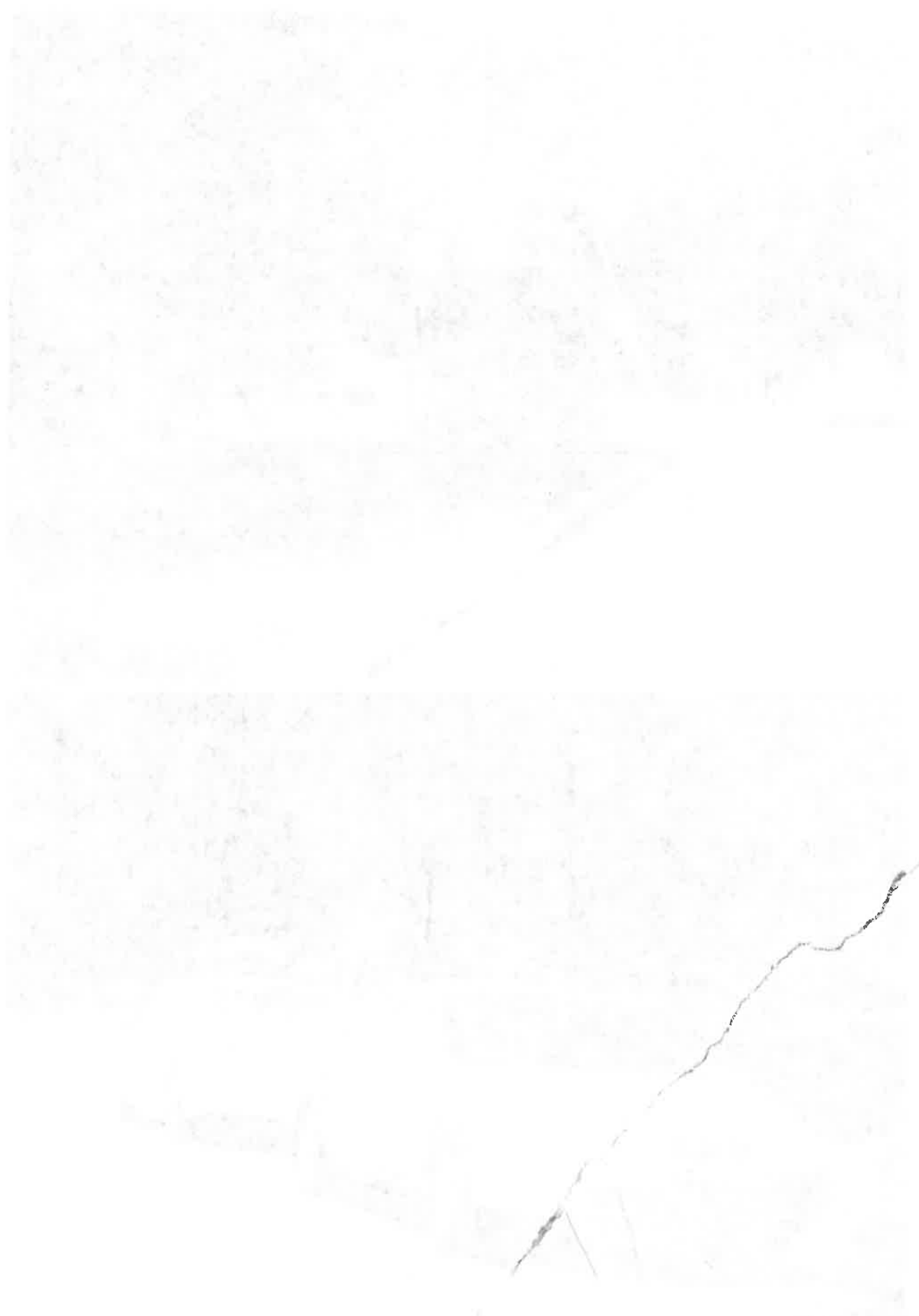
C) CONCLUSION:

Brief overview and description of problem with photos

Turned in to City Clerk 12/21/2021

URGENT 11-21-91 1430Z







URGENT 12/21/2021

Since this is a
Life-Safety Hazard
this Presentation needs
to be put on January
agenda! Thanks





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 25, 2022		
Agenda Item Name		
Ordinance No. 2022-006 <i>Intro MSTU</i>		
Requested Action		
Request Introduction of Ordinance No. 2022-006.		
Staff Report		
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit (MSTU) to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The County has requested that this be a five (5) year agreement. Traditionally, the City of Clermont has adopted the MSTU on a year-to-year basis. The term of the ordinance is for one year though the County has requested a longer term agreement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2022-006 - MSTU (12.16.2021 V2) - R&F BL	Ord 2022-006 - MSTU (12.16.2021 V2) - R&F BL.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2022-006

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR REPEAL, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, EFFECTIVE DATE AND PUBLICATION.

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Lake County, Florida:

SECTION 1.

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."

SECTION 2: TERM

This consent shall be for a term of one (1) year.



CITY OF CLERMONT
ORDINANCE NO. 2022-006

SECTION 3: REPEAL

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 4: SEVERABILITY

Should any section or part of this section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire section or part of the section may be inseparable in meaning and effect from the section to which such holding shall apply.

SECTION 5: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered, and/or corrected for typographical and/or scrivener's errors which do not affect the intent of said resolution, as authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 6: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.



CITY OF CLERMONT
ORDINANCE NO. 2022-006

ORDAINED AND ADOPTED BY the City Council of the City of Clermont, Lake County, Florida on this 8th day of February, 2022.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Notice of Private Pending Litigation Session
of Clermont City Council

6:30pm
Tuesday, January 25, 2022

Clermont City Hall
Opening session in Council Chambers
Closed session in Planning Department Conference Room First Floor
685 W. Montrose Street, Clermont

At this time the City Council shall meet in private pending litigation session with the City Manager, and the City Attorney to discuss settlement and legal expense issues related to a pending litigation matter. This meeting is authorized and not open to the public in accordance with 286.011, F.S. (Florida's Government in the Sunshine Act).