

RESOLUTION NO. 2025- 85

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PIGGYBACK AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NATIONAL METERING SERVICES, INC. TO INSTALL NEW METERS AND BACKFLOW DEVICES AS NEEDED; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Piggyback Agreement between the City of Pompano Beach and National Metering Services, Inc. to install new meters, and backflow devices as needed, is approved; a copy of the Agreement is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Agreement between the City of Pompano Beach and National Metering Services, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of February, 2025.

Signed by:
Rex Hardin
502CB780EB3E480
REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Kervin Alfred
D1C913A8FD334CA...
KERVIN ALFRED, CITY CLERK



**AS NEEDED DUAL CHECK VALVE CHANGE OUT PROGRAM SERVICES
PIGGYBACK AGREEMENT NO. 12734
BETWEEN
CITY OF POMPANO BEACH, FLORIDA
AND
NATIONAL METERING SERVICES, INC.**

THIS AGREEMENT is made and entered into on March 4, 2025, by the City of Pompano Beach (“City”) and National Metering Services, Inc., a Foreign Corporation authorized to do business in Florida, whose principal place of business is 163 Schuyler Avenue, Kearny, NJ 07032 (“Contractor”).

WHEREAS, Pasco County of Florida received bids or proposals in response to a competitive solicitation IFB-SN-23-007 to purchase As Needed Dual Check Valve Change Out Program Services; and

WHEREAS, on February 7, 2023, Pasco County of Florida approved the award of IFB-SN-23-007 - As Needed Dual Check Valve Change Out Program Services for a term of three years, effective February 7, 2023 through February 06, 2026; and

WHEREAS, the City’s Utilities Department wishes to enter into an Agreement with National Metering Services, Inc.; and

WHEREAS, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback the purchase of goods and services with state or local public contracts within certain codified guidelines, of which these guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement with the same terms, conditions, and at or below prices set forth in the agreement of IFB-SN-23-007 - As Needed Dual Check Valve Change Out Program Services between Pasco County of Florida and National Metering Services, Inc. a copy of which is attached hereto and incorporated herein as Exhibit “A” and adopted in its entirety by the City and the Contractor, together with and including contract renewals, amendments and change orders to the extent applicable; and

WHEREAS, the City has determined that piggybacking with the agreement of IFB-SN-23-007 - As Needed Dual Check Valve Change Out Program Services between Pasco County of Florida and National Metering Services, Inc. is necessary for the purchase of As Needed Dual Check Valve Change Out Program Services and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. RECITATIONS.

The foregoing “WHEREAS” clauses are adopted and incorporated in this Agreement.

2. TERM.

The term of this Piggyback Agreement shall commence on the execution date and expire on February 06, 2026, unless it is terminated sooner pursuant to Section 4F of this agreement.

3. RENEWAL.

This Contract is not subject to renewal.

4. AS-NEEDED SERVICES.

The Contractor agrees to provide the services as agreed upon with Pasco County of Florida as found in Exhibit “A” and incorporated into this Agreement for all purposes to the City of Pompano Beach on an as-needed basis, as requested by the City. This is incorporated into this Agreement for all purposes. In the event of a conflict between Exhibit “A” and this Agreement, the order of priority shall be (1) this Agreement, then (2) Exhibit “A”.

The following provisions are included as supplementary to and amending the Agreement:

- A. City shall pay the Contractor no more than the unit prices set forth in the Agreement and in accordance with the provisions of the Agreement in the total amount not to exceed three million dollars (\$3,000,000.00). If the City requires services not covered by unit prices already made a part of Exhibit “A” by and through a separate agreement, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services.
- B. If permits are required as part of the services being rendered, the Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from the City necessary to file such permit applications. The City’s Utilities Department shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.
- C. The City of Pompano Beach shall be deemed substituted for Pasco County of Florida with regard to any and all provisions of the Contract, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations, and warranties of the Contractor made in the Contract are restated as if fully set forth herein, made for the benefit of the City, and incorporated herein.
- D. Prior to the execution of this Agreement, the Contractor shall furnish the City with a certificate of insurance in a form acceptable to the City and will be incorporated into this agreement as Exhibit “B.” Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or

material change in coverage. A copy of the additional insured endorsement must be attached and contain language on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners Lessees or Contractors – Completed Operations). The contractor shall not commence work unless and until the Contractor has fully met the requirements for insurance and appropriate evidence, in the City’s sole discretion, has been provided to and approved by the City.

- E. Contractor shall indemnify and hold harmless the City, its elected officials, officers, employees, and agents, from and against all claims, suits, actions, damages, causes, or actions or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees, and agents and from and against all costs, attorney’s fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28. The parties agree that one percent (1%) of the total compensation paid to the Contractor for work under this Agreement shall constitute specific consideration to the Contractor for the indemnification to be provided under the contract.
- F. Both parties agree that the City may terminate this Agreement for any reason with ten (10) business days’ written notice to the Contractor.

5. PUBLIC RECORDS.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law, as amended. Specifically, the Contractor shall:
 - 1. Keep and maintain public records required by the City in order to perform the service.
 - 2. Upon request from the City’s custodian of public records, provide the City with a copy of 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.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. 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 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's custodian of public records, in a format that is compatible with the City's information technology systems.
- B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

6. ASSIGNMENT.

Neither party may assign its rights or obligations under this Agreement without the consent of the other.

7. NOTICE.

Notice shall be provided in writing by certified mail return receipt requested, electronic mail, or customarily used overnight transmission with proof of delivery to the following parties, with mandatory copies, as provided below:

For City: Gregory P. Harrison
City Manager
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060

Aaron Lyons
Water Distribution Supervisor
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

For Contractor: William Castle
President
163 Schuyler Avenue
Kearny, NJ, 07032

8. GOVERNING LAW; VENUE; WAIVER.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9. NONEXCLUSIVITY.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

10. INDEPENDENT CONTRACTOR.

Both the City and the Contractor agree that the Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities, or other obligations for Contractor's employees, agents, or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

11. COMPLIANCE WITH ALL LAWS.

In the conduct of its activities under this Agreement, the Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on the Contractor's part shall in no way relieve the Contractor from this responsibility.

At its sole expense, the Contractor shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City.

12. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

13. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. INDEMNIFICATION.

Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

- A. Contractor shall at all times indemnify, hold harmless, and defend the City, its officers, officials, employees, volunteers, and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false, or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.
- B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to the Contractor hereunder shall constitute specific consideration for the Contractor for the indemnification provided under this Article, and these provisions shall survive the expiration or early termination of this Agreement.

15. SCRUTINIZED COMPANIES.

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, the Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the

Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after the Contractor has submitted a certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

17. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

- B. The government of a foreign country of concern does not have a controlling interest in the Entity.
- C. Entity is not organized under the laws and does not have a principal place of business in a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- H. The undersigned is authorized to execute this affidavit on behalf of Entity.

18. SEVERABILITY.

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CONTRACTOR”

Witnesses:

National Metering Services, Inc.

Rich Verdian

By: [Signature]
William Castle, President

[Signature]

(Signature)

JOSEPA BULLER

(Print or Type Name)

[Signature]

(Signature)

(Print or Type Name)

STATE OF New Jersey

COUNTY OF Hudson

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of February, 2025, by William Castle, as President of National Metering Services, Inc., a New Jersey Corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY’S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF _____

Maribel Muniz
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number _____

MARIBEL MUNIZ Commission # 50170146 Notary Public, State of New Jersey My Commission Expires September 24, 2026



Office of Nikki Alvarez-Sowles, Esq. Pasco County Clerk & Comptroller

February 10, 2023

William Castle
National Metering Services, Inc.
163 Schuyler Avenue, Box 491
Kearny, NJ 37032

RE: Dual Check Valve Change Out Program Services
C36 UTOM23-0144

Dear Sir/Madam:

At the Pasco County Board of County Commissioners meeting of February 7, 2023, the above mentioned agenda item was approved. Attached is a copy of the document for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, scroll down and click on "Transparency", click on "Agendas & Minutes", select the meeting date from the list, click on "Agenda", click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Meaghan Legnini
Records Clerk I, Board Records Division
Deputy Clerk
Office of Nikki Alvarez-Sowles, Esq.
Pasco County Clerk & Comptroller

Enclosure

AGREEMENT

THIS AGREEMENT is entered by and between **PASCO COUNTY, FLORIDA**, by and through its Board of County Commissioners (hereinafter called "Owner") and **National Metering Services, Inc.** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **As Needed Dual Check Valve Change Out Program Services**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **As Needed Dual Check Valve Change Out Program Services** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

The Contractor will be responsible to replace dual check valves, AMR/AMI Meters, Meter Boxes, Meter Lids and Endpoints, as per County's Standards.

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

Who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1 Except as otherwise specified herein, the Agreement shall remain in full force and effect upon Board of County Commissioners approval and continue through for **three years**, unless otherwise terminated or extended as provided in this

Agreement, subject to the Price Escalation terms described elsewhere herein, unless cancelled in writing by Pasco County and if funds are available.

- 3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.
- 3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.
- 3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

- 4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed amount of **\$9,224,359.00**, provided the County will also be using this funding allocation to pay another contractor who will be providing similar services under a separate contract.
- 4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

- 5.1 To the extent there is a conflict regarding indemnification and contract term between the Instructions to bidders and this Agreement, the provisions of this Agreement will control.

ARTICLE 6 - TERMINATION OF AGREEMENT

- 6.1 In return for good and valuable consideration in the amount of \$100.00, the receipt of which is acknowledged by the Contractor, Owner may terminate or cancel this Agreement at its discretion and termination will be effective, with cause immediately or without cause after 30 days, after written notice has been

provided to the Contractor.

- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which will fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.

- 8.7 Contract Forms.
- 8.8 Specifications.

- 8.9 Exhibits.

- 8.10 Addenda numbers 1 to 2 inclusive.

- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages 34 to 45, **List of Technicians, Bidders Major Equipment List, Bidder Questionnaire, License and Certification** inclusive).

- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of Owner. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 – INDEMNIFICATION

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) to the extent caused by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any

SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph will not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful

misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
 - 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
 - 11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
 - 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

- 11.5 The Agreement will be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.
- 11.7 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, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its 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 shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is 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.
- 11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

Attention: Branford N. Adumuah
Interim Assistant County Administrator,
Public Infrastructure

If to the Contractor:

National Metering Services, Inc.
116 Center Street
Daytona, FL 32117

Attention: William Castle, President

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement by the County.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives on the date noted below.

CONTRACTOR,

WITNESS:



Richard Verdiramo, Vice President

Date: January 5, 2023

National Metering Services, Inc.



By:

William Castle, President

Name

(SEAL)

ATTEST:




Nikki Alvarez, Esq.
Pasco County Clerk & Comptroller

PASCO COUNTY, FLORIDA

By: 
Jack Mariano, Chairman

APPROVED
IN SESSION

FEB 07 2023

PASCO COUNTY
BCC

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey }
 } ss
COUNTY OF Hudson }

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 5th day of January, 2023, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] William Castle, who executed the foregoing instrument as [Title] President of [Corporation or Company Name] National Metering Services, Inc., a [check one] [] corporation [] limited liability company, organized under the laws of [State] New Jersey, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

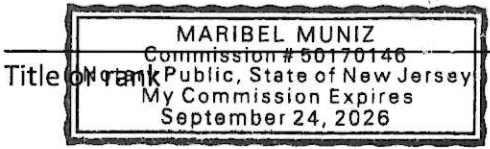
[Name] Partner (or Agent), on behalf of [Name of Partnership], a [State] partnership.

Said person is personally known to me or has produced Driver License as identification on behalf of [Name, or Name of Corporation, Company, Partnership as applicable]:

Signature of person taking acknowledgment

Maribel Muniz

Name typed, printed or stamped



Title or rank

Serial number (if any)

National Metering

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
1.	1000	Dual Check Backflow Preventer / 1 Replacement – Labor Only (as per Specifications)	Each	\$90.00	\$90,000.00
2.	250	Complete change out ¾" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$105.00	\$26,250.00
3.	250	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and installation of new ¾"-1.0" Dual Check	Each	\$105.00	\$26,250.00
4.	3000	Complete change out ¾" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$78.00	\$234,000.00
5.	500	Complete change out 1.0" AMR/AMI Meter w/ Endpoint and replacement of existing ¾"-1.0" Dual Check	Each	\$78.00	\$39,000.00
6.	500	Change out – Remove and replacement of Endpoint only and installation of new ¾"-1.0" Dual Check	Each	\$70.00	\$35,000.00
7.	500	Change out – Remove and replacement of Endpoint only and change out of existing ¾"-1.0" Dual Check	Each	\$70.00	\$35,000.00
8.	500	Change out – Remove and replacement of Potable Meter Endpoint only	Each	\$38.00	\$19,000.00

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
9.	500	Change out – Remove and replacement of Reclaim Meter Endpoint only	Each	\$49.00	\$24,500.00
10.	500	Retro fit – consist of installation of new ¾"-1.0" Dual Check Valve on existing meter	Each	\$90.00	\$45,000.00
11.	14000	Complete change out – Consist of ¾" Potable AMR/AMI Meter with Endpoint	Each	\$49.00	\$686,000.00
12.	3000	Complete change out – Consist of ¾" Reclaim AMR/AMI Meter with Endpoint	Each	\$49.00	\$147,000.00
13.	100	Complete change out – Consist of 1.0" Potable AMR/AMI Meter with Endpoint	Each	\$49.00	\$4,900.00
14.	100	Complete change out – Consist of 1.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$49.00	\$4,900.00
15.	100	Complete change out – Consist of 1.5" Potable AMR/AMI Meter with Endpoint	Each	\$115.00	\$11,500.00
16.	100	Complete change out – Consist of 1.5" Reclaim AMR/AMI Meter with Endpoint	Each	\$115.00	\$11,500.00
17.	100	Complete change out – Consist of 2.0" Potable AMR/AMI Meter with Endpoint	Each	\$120.00	\$12,000.00
18.	100	Complete change out – Consist of 2.0" Reclaim AMR/AMI Meter with Endpoint	Each	\$120.00	\$12,000.00

A. Item No.	B. Annual Estimated Quantity	C. Description	D. Unit	E. Labor Rate	E. Estimated Annual Price (B x E)
19.	1500	Replace Meter Box	Each	\$ <u>30.00</u>	\$ <u>45,000.00</u>
20.	10000	Labor Only – Manual Meter Reading AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
21.	10000	Labor Only – Verification of Meter Serial Numbers and End Points AMR/AMI	Each	\$ <u>1.00</u>	\$ <u>10,000.00</u>
22.	1	Annual Contingency Allowance for Materials/Parts/3 rd Party Services not covered within these specifications. Authorization in writing, by the Pasco County Representative, is required, prior to start of the work.	Each	\$500,000.00	\$500,000.00
GRAND TOTAL					\$ <u>2,028,800.00</u>

Start Work 10 calendar days upon receipt of Notice to Proceed

For hard copies, it is not necessary to return every page of this document with the bid; return only the pages that require signatures or information as listed.

Pasco County reserves the right to award multiple and different bidders for each completed section with qualifications submitted with this bid form.

