

**AGREEMENT FOR
VALVE EXERCISING PROGRAM**

THIS AGREEMENT, made this 25th day of July 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Wachs Valve and Hydrant Services, LLC, an Illinois limited liability company authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address and phone number are 801 Asbury Drive, Buffalo Grove, IL 60089, Phone: 224-357-2600, Fax: 847-415-2196, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid 425-10973 valve exercising program, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated April 29, 2012 ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated July 25, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on September 6, 2012 and shall end on September 5, 2013. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, in the estimated annual expense of \$427,106. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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 bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to

utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

AA. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion,

strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: [Signature]
Print Name: Jennifer Wade
Title: Product Manager

CONTRACTOR

By: [Signature]
Print Name: C.C. WILSON
Title: Manager

(CORPORATE SEAL)

STATE OF Illinois :
COUNTY OF Lake :

The foregoing instrument was acknowledged before me this 18th day of July, 2012, by C. Wilson as (title): manager for Wachs Valve and Hydrant Services, LLC, an Illinois limited liability company authorized to transact business in the State of Florida.

(SEAL)



[Signature]
Notary Public, State of Illinois
(Signature of Notary Public)

Barbara Quinlan

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Solicitation 425-10973
Valve Assessment Program



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 425-10973 Valve Assessment Program

Bid Number **425-10973**
Bid Title **Valve Assessment Program**

Bid Start Date **Apr 2, 2012 4:31:17 PM EDT**
Bid End Date **May 9, 2012 2:00:00 PM EDT**
Question &
Answer End **Apr 27, 2012 2:00:00 PM EDT**
Date

Bid Contact **Bob McKenney**
Procurement Specialist II
Procurement
954-828-5139
RMckenney@fortlauderdale.gov

Changes made on May 2, 2012 1:47:50 PM EDTPrevious End Date **May 2, 2012 2:00:00 PM EDT**New End Date **May 9, 2012 2:00:00 PM EDT****Changes were made to the following items:**Valve Assessment Program

Description

The City of Fort Lauderdale is actively seeking proposals from qualified bidders, hereinafter referred to as the Contractor, to provide an annual contract for a Valve Assessment Program for the Public Works Department in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (RFP).

For information concerning procedures for responding to this RFP, contact Procurement Specialist II Bob McKenney at 954.828.5139 or rmckenney@fortlauderdale.gov. Any questions that bidders wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.

As a clarification the Contractor is the company or person submitting the RFP per the examples listed. Example 1: if John Doe submits a bid under the name of XYZ, Inc. and XYZ's Federal Tax Number than XYZ, Inc. is the contractor. Example 2: if John Doe submits a bid under his own name and personal Social Security number, than John Doe is the contractor.

The questions and answers section of this RFP in BidSync will become part of any contract that is created from this RFP.

The City of Fort Lauderdale uses BidSync (www.BidSync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to www.BidSync.com for further information.

Added on May 2, 2012:

Addendum #1 The end date has changed to May 9, 2012 at 2:00 PM.

Changes made on May 2, 2012 1:47:50 PM EDT

RFP # 425-10973**TITLE: Valve Assessment Program****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide an annual contract for a Valve Assessment Program for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II Bob McKenney at 954.828.5139 or email at rmckenney@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will not be a pre-bid conference or site visit for this Request for Proposal.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

All pricing must include delivery costs and be quoted FOB: Destination.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

Award will be made to the highest ranked responsive and responsible proposer, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	April 2, 2012
Deadline for Questions/Request for Clarifications	April 27, 2012
Proposal Due Date/Time (Deadline)	May 2, 2012 at 2:00 PM.

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS
RFP General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this RFP.
02. NEWS RELEASES/PUBLICITY
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. RFP DOCUMENTS
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. CONTRACTORS' COSTS
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. RULES AND PROPOSALS
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST
This is a manufacturer/brand/model specification. No substitutions will be allowed.
07. CONTRACT PERIOD
The initial contract term shall commence upon date of award by the City or 09/06/12, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
08. COST ADJUSTMENTS
Prices quoted shall be firm for the initial contract term of one year. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

09. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

10. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

11. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

12. INVOICES/PAYMENT

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the City, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

13. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

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

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

15. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

16. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Consultants

Limits:	\$2,000,000 per occurrence
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A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

17. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

18. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the

convicted vendor list.

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 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 36 months from the date of being placed on the convicted vendor list.

19. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**
Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.
20. **SAFETY**
The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.
21. **CANADIAN COMPANIES**
The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.
22. **LOBBYING ACTIVITIES**
ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:
<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .
23. **BID TABULATIONS/INTENT TO AWARD**
(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at
<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.
24. **SAMPLE CONTRACT AGREEMENT**
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website
<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

25. LOCAL VENDOR PREFERENCE ORDINANCE

On March 20, 2012, the CITY COMMISSION of the City of Fort Lauderdale authorized Ordinance No. C-12-04 Sec.2-199.2, which allows for a Local Vendor Preference.

In order to be considered for a local vendor preference businesses who claim a local vendor preference SHALL complete and include the LOCAL VENDOR PREFERENCE CERTIFICATION STATEMENT, Attachment "A" of this RFP, at the time of their proposal submittal. Failure to comply at time of proposal submittal may result in the Proposer being determined as non-responsive.

Upon City recommendation for contract award based on the application of a Local Vendor Preference the Proposer shall within ten (10) calendar days submit the following documentation as applicable to the Local Vendor Preference Class claimed:

- A) City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- B) Evidence of employee's residency such as current Florida Driver License, residential utility bill (water, electric) or other type of similar documentation.

THE COMPLETE LOCAL VENDOR PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/index.htm>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

4.01 GENERAL

The City of Fort Lauderdale is seeking the services of a professional firm to perform a water valve evaluation, improvement and information program, herein after referred to as the Valve Assessment Program. The City expects the Contractor to develop, plan and execute a program that will include the following activities for each valve in the city: locate, identify, assess, clean out, inspect, exercise, perform minor repairs, record mapping grade GPS, document findings, create a deliverable database, create work orders and analyze the results.

The City has over 16,000 valves of various sizes. The City anticipates entering into a one year agreement and the City reserves the right to extend the contract for three additional one year periods.

4.02 CONTRACTOR RESPONSIBILITIES

- A. Locate the Valve– The City will provide the Contractor with a minimum of two copies of the City's most current water distribution maps for the project area. The Contractor will locate all water distribution valves using the following guidelines:
1. The Contractor will search for all valves visually and electronically using the City of Fort Lauderdale water maps as reference material.
 2. The Contractor will search for water valves shown, but not identified by visual inspection, using a magnetic locator, probing rods and other industry standard tools.
 3. If the valve cannot be located after searching for thirty minutes, the valve will be labeled "cannot locate" and documented as a work order creating a mapping grade GPS position where searched and otherwise treated as a standard valve assessment.
 4. A valve that is deemed critical by The City and cannot be located by the process detailed above may require further investigation by means of an internal closed circuit television (CCTV) inspection approved for use in potable water applications.
- B. Identify the Valve– The Contractor will use the City's unique identifier (UNITID) to reference valves.
- C. Access the Valve – The Contractor shall be authorized to remove the valve box and cover in order to access the valve.
- D. Clean Out Valve Box and Vault – The Contractor will remove (vacuum out) debris or pump out water from the box/vault in order to allow access to the valve-operating nut. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised.
- E. Inspection – The Contractor will perform a visual inspection of the valve and valve box/vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible. The specific inspection information to be documented is listed in paragraph 4.04 blow.
- F. Valve Exercising – The Contractor will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, from open to shut to open again). All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Specific valve exercising guidelines are noted below.

1. All 4" and smaller valves will be exercised manually (one person on a hand key).
 2. 6" and larger valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and an automated turn counter.
 3. Valves larger than 12" will be exercised on a case-by-case basis at the sole discretion of the City.
 4. Contractor will immediately notify the City of Fort Lauderdale of any valves found closed or broken, or if any unsafe conditions are observed.
 5. Contractor will provide detailed, written valve-exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
 6. If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the City of Fort Lauderdale, with input from the Contractor until the valve turns or the operations is suspended.
 7. Valves larger than 12 inches will be partially exercised 1/3 of the full estimated turn count (or further at the discretion of the City) to test actuator functionality. Bypass valves, when present will be fully exercised.
- G. Valve Marking – Valve lid covers will be marked, as the inspection and exercising process is completed, with blue marking paint and a brass plate indicating the size of the valve and the number of turns. The mark is intended to provide field evidence of work completed at an individual valve.
- H. Minor Repairs – The Contractor will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, the Contractor will complete the following minor repairs:
1. Raising valve boxes in asphalt – Locate the paved over valve, cut asphalt (small cut), jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with cold patch material.
 2. Raising valve boxes in dirt – Locate the buried valve, dig down to the cover, apply risers to raise the box to existing ground level and backfill with compacted soil.
 3. Re-aligning valve boxes – Cut asphalt, jackhammer or dig to reveal box upper section, vacuum excavate so that box can be adjusted, adjust box over the operating nut, backfill with compacted material and patch with cold patch material.
- I. Internal Pipeline Inspections –
1. The Contractor will perform internal, closed circuit television (CCTV) inspections of selected water mains. The inspections must be performed with mains in service. The Contractor must use methods and procedures to prevent contamination of the water system. CCTV inspections must be approved for use in potable water applications.
 2. The inspection system must be inserted into the mains through existing fire hydrants, must be tethered for optimum control and no risk of equipment loss, and must be in full control of the inspection unit at all times, and be able to

travel up to 300 ft in either direction from the hydrant –upstream or downstream – regardless of flow direction, and be able to navigate bends in the pipelines

3. The inspection system must provide high-quality, color video, fully illuminated by LED lighting. The image must be stable and usable by the operator. The inspection equipment must detect leaks using a multi-frequency hydrophone system.

4.03 FIRE HYDRANT

1. Fire Hydrant Assessment - The Consultant will inspect, exercise, and pressure test each fire hydrant. The work includes removing, greasing and replacing all caps. Slowly opening and bleeding the air out of the fire hydrant, pressurizing the barrel at full system pressure, and noting discrepancies. The hydrant isolation valve shall be exercised. The pressure test will be conducted with the fire hydrant charged at full system pressure and any leakage will be documented and the static pressure recorded.

2. Main Capacity Fire Flow Testing - The City may request multi-hydrant fire flow testing utilizing the AWWA's M-17 standards for specific fire hydrants. This test requires the Consultant to use a minimum of two (2) fire hydrants on the same (or closely connected) water mains. One hydrant is used to measure the system pressures (static and residual) and the second hydrant is used to measure flow. With these data inputs the Consultant will calculate the total available flow from the water mains at a minimum residual pressure of 20 psi.

3. Hydrant Painting- The service provider will mechanically clean and paint each fire hydrant. The process shall include: setting up safe traffic control; setting up paint shield and drop cloths when necessary; clearing debris from the base area of the fire hydrant; using electric paint removal tools and wire wheels to remove any loose or caked paint and existing rust that is on the fire hydrant; wiping down the entire hydrant and applying a rust retardant paint or coating (AWWA approved for use on a potable water system and color to be selected by the City).

The service provider will provide the following hydrant painting equipment; a truck which is stickered with the company name and phone number and has flashing amber warning lights to warn motorists; a DC to AC converter or generator on the truck in order to provide electrical power for operations; electric paint removal tools and wire wheels; electric power paint sprayers; a mobile paint shield; drop cloths and all of the associated traffic control and safety equipment.

4. Routine Hydrant Maintenance - The Consultant will perform routine hydrant maintenance as part of the testing and exercising procedures. The work includes lubrication of nozzles and operating stems. Lubricants used shall comply with manufacturer's standards. Any removal of parts, such as weather cover, operating nut, etc. to provide lubrication of stems shall be considered as routine maintenance. All fire hydrant reservoirs are to be filled and zerts replaced if needed. All gaskets and o-rings exposed are to be replaced. Missing caps are to be replaced. All necessary materials and parts for routine hydrant maintenance will be provided by the City.

4.04 GPS MAPPING

A. All the water valves encountered in this program are to be GPS mapped within sub-meter accuracy and the data delivered in a database compatible with the City of Fort Lauderdale's GIS software and CMMS. Coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The Contractor shall further refine positions through filtering and inspection to eliminate noise, a problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 10 seconds. Specific parameters include:

1. Elevation mask: 15 degrees above the horizon
2. Coordinate system: as agreed with the City of Fort Lauderdale.
3. Satellites: minimum 4
4. Position Dilution of Precision (PDOP): <6
5. Minimum number of raw positions collected: 10
6. In the event of obstructions – where a clear GPS position cannot be captured – a laser offset will be executed from a nearby location

B. At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

1. PDOP value
2. HDOP value
3. Correction Status
4. Date Recorded
5. Time Recorded
6. Total Positions
7. Filtered Positions
8. Horizontal Precision
9. Corrected .cor File Name
10. X-coordinate
11. Y-coordinate
12. Easting
13. Northing
14. Identifier to determine whether the feature was acquired through laser or GPS unit.

4.05 DOCUMENTATION

Valve documentation data will be collected for each valve and will be agreed upon with the City in advance of work startup. Data documentation will include, at a minimum:

- A. Physical data - ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details), additional physical information as necessary.
- B. Location data – Mapping grade GPS coordinate data parameters noted in the GPS mapping section.
- C. Discrepancies _ Details on discrepancies so that work order (as described below) can be concisely created.

4.06 DELIVERABLE DATABASE

The Contractor will provide applicable valve data in a spatially accurate format compliant with the City of Fort Lauderdale's existing data structure. The database shall contain the information agreed with by the City and at a minimum the following attribute data:

- A Unique Identification Number
- Data Dictionary
- Source Document Reference
- Date of Operation
- Valve Size
- Valve Type
- Use of valve
- Valve Structure
- Attribute indicating whether vacuumed/pumped
- Torque chart for fully exercised large valves
- Valve Condition (operable, inoperable)
- Valve discrepancies (categories and details)
- Structure discrepancies (categories and details)
- PDOP value
- HDOP value
- Correction Status
- Date Recorded
- Time Recorded

4.07 SAFETY

The Contractor will abide by all applicable safety regulations in the fulfillment of this scope of services. The Contractor shall provide all traffic control services necessary to ensure a safe working environment for the fulfillment of this contract. As a requirement to perform this scope of work safely, all work vehicles will be equipped with amber warning lights, strobe lights, directional arrow board lights, communications equipment and signage which will clearly identify the Contractor.

Contractor shall provide as an attachment to their proposal a copy their company's safety handbook and safety program to demonstrate safe field procedures and practices. Documentation must include a written description of their traffic control training program and standard traffic control procedures for field crews. The Contractor is responsible for ensuring the appropriate minimum number of staff is onsite at all times.

MINIMUM EXPERIENCE AND PROPOSAL REQUIREMENTS

1. The Contractor is required to have performed water valve assessment, rehabilitation and information management work for a minimum of five (5) years, and include references for a minimum of six (6) water valve assessment rehabilitation and information management projects, one of which must have at least 16,000 valves completed (not including hydrant isolation valves).
2. The Contractor is required to have performed water valve assessment, rehabilitation and information management work on a minimum of 100,000 mainline valves (not including hydrant isolation valves) and 5,000 valves that are 20" and larger.
3. The project team must include at least one member that possesses the Project Management Institute's (PMI) Project Management Professional (PMP) certification (or approved equal). Contractor must identify if the proposed individual(s) is listed in the PMI Credential Registry at <https://www.pmi.org/CertApp/Registry.aspx>. If the proposed individual(s) is not listed in the PMI Credential Registry, a copy of the proposed individual's PMI PMP certification must be included in Vendor's proposal.

4. The project team must include an Information Manager that possesses GISP certification (or approved equal). Contractor must identify the proposed individual(s) listed in the GIS Certification Institute registry at <http://www.gisci.org/secure/members/directory/results.asp>
5. All responses to this solicitation shall be accompanied by a sample of the respondent's electronic field data for the purpose of verifying that the data can be successfully downloaded and integrated into the City's computer system.

This contract will be awarded based upon the criteria specified herein and upon verification that the sample of the respondent's electronic field data can be successfully downloaded and integrated into the City's computer system.

Data Transfer to City

The contractor will be required to transfer data obtained in the field into the City's computerized maintenance management system (Currently Hansen). The City has a software tool that will transfer the required information from an Access database to the CMMS creating work orders and populating asset tables; the contractor must develop a compatible database and deliver a populated example with its response to this solicitation.

Appendix A Data Structure

(see below)

6. All proposals must include a minimum of three (3) references for programs of a similar size and scope for successful integration and generation of both asset and work-order records seamlessly into Hansen with at least one (1) reference where data is integrated using a developed software product that interacts directly with the Hansen 8 Web Services.
7. Contractor is required to have performed a minimum of 100,000 mapping grade, post processed, GPS positions on water valves or fire hydrants.
8. Contractor is required to provide a minimum of two (2) references for pressurized pipeline inspections.

REFERENCES

The City plans to select a Contractor who has considerable experience carrying-out the objectives of this solicitation and with verifiable references for similar size and scope of services as requested by the City. Local references are preferable. Submittals must include a minimum of the following information for each reference requested in the "Contractor experience requirements" section of this solicitation in which the Contractor was the Prime Contractor and the work was of similar size and scope in the profile and experience section of your submittal:

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

- | | |
|---|-------------|
| <p>1. Company Profile and Experience/ Company Capability, Resources and Equipment – The experience of the Contractor in water distribution system valve and pipeline assessment programs. A detailed company's history and credentials as experts in the area of valve and operations, rehabilitation and repair (not requiring backhoe excavation). PMP and GISP certifications (or approved equal). References of valve programs, and references for pipeline inspections.–The company's approach to staffing and scheduling this program. The list of key company personnel along with their credentials. The detailed project schedule with timeline to completion. The training methodology used to ensure that all field personnel are qualified and capable to perform the scope of work. The list and descriptions of the equipment that will be used to complete the scope of work.</p> | 35% |
| <p>2. Project Understanding/ Data Management – Your firms understanding of the program and its objectives. Demonstrating the key issues and credibility by way of experience in dealing with projects of a similar scope and nature. The Contractor's approach to data management and database design along with their QA/QC process. The process and methodology the firm will use to provide accurate mapping grade (sub-meter) GPS and their QA/QC process to ensure data integrity and integration.</p> | 35% |
| <p>3. Cost to the City</p> | 30% |
| <p>TOTAL PERCENT AVAILABLE:</p> | 100% |

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The

evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (5) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL (5) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (1) CD COPY OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

The Proposer shall indicate the charge per type of valve serviced and the charge per valve serviced.

Item	Description	Estimated Quantity/yr.	Unit Rate	Total Extension
1.	Servicing 2 inch and smaller size valves	288 EACH	\$ _____	\$ _____
2.	Servicing greater than 2 inch to 10 inch size valves	3448 EACH	\$ _____	\$ _____
3.	Servicing greater than 10 inch to 16 inch size valves	204 EACH	\$ _____	\$ _____
4.	Servicing greater than 16 inch size valves	92 EACH	\$ _____	\$ _____
5.	CCTV Inspection ≤ 12" per insertion	2 EACH	\$ _____	\$ _____
6.	CCTV Inspection > 12" insertion	2 EACH	\$ _____	\$ _____
7.	2 Man Crew + Vehicle per hour	50 HOUR	\$ _____	\$ _____
8.	Service Fire Hydrant	1000 EACH	\$ _____	\$ _____
9.	Main Capacity Fire Flow Test, AWWA M17	50 EACH	\$ _____	\$ _____

TOTAL ESTIMATED ANNUAL FEE (INITIAL CONTRACT PERIOD) \$ _____/ANNUALLY

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) estimated timetables (e.g. marketing).
- Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.
- Tab 8: Proposer's ability to assign appropriate resources to the account in a timely manner.
- Tab 9: Additional services available in-house, not requested by the City in Part IV - technical specifications/scope of work with fee schedule for those services (For Informational Purposes Only).
- Tab 10: List of three clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 11: Any additional attachments to your proposal.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

3.02 MODEL NUMBER CORRECTIONS:

If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

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

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

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of

the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. 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 bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

RFP NO. 425-10973

TITLE: Valve Assessment Program

ATTACHMENT "A"
LOCAL VENDOR PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local vendor preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.

(3) Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____

STATE OF _____
COUNTY OF _____
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this ___ day of ___, 20___, by ___ and ___ as ___ and ___ respectively, of ___ They are [] personally known to me or [] have produced ___ as identification.

(SEAL)

Notary Public, State of
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

Commission Number _____

Question and Answers for Bid #425-10973 - Valve Assessment Program

OVERALL BID QUESTIONS

Question 1

Due the inclusion of Internal Pipeline Inspections (Part IV, Section 4.02, Paragraph I) and Items 4 and 5, (Part VII, Cost Proposal) which require the contractor to use video (CCTV) inspection equipment with leak detection capabilities to locate valves in real time, there is a strong possibility that we and others will not be able to respond to the RFP or will need to subcontract this work requirement. The specification appears to be geared toward a single solution provider, potentially limiting the field of competition and driving up the costs of the other line items. Please consider that this requirement is associated with only four (4) CCTV inspections or less than one-tenth of one percent (0.099%) of the total valve population and that there are other means by which to locate previously unfound valves and detect leaks. As such, will the City consider removing these items from the RFP or make them optional? **(Submitted: Apr 6, 2012 2:36:16 PM EDT)**

Answer

- The idea is to be able to see what position an inoperative buried valve is in. This is the only technology the City is aware of that can perform that task. Seeing as the item is less than one-tenth of one percent it should not significantly impact the overall pricing. **(Answered: Apr 6, 2012 3:19:27 PM EDT)**

Question 2

The CCTV inspection and leak detection technology specified in the RFP is licensed to a single firm in the United States and Canada, and as such, puts them in the position of being the only company capable of submitting a response. This limits competition and could drive up the costs associated with the other line items. Given the small percentage of valves in question, and so as not to limit responses to one firm, would the City consider contracting this scope item separately? **(Submitted: Apr 9, 2012 12:39:02 PM EDT)**

Answer

- Thank you for your input. There are many items which could be contracted separately in this RFP but, the City believes it will garner a better price collectively. **(Answered: Apr 9, 2012 12:53:24 PM EDT)**

The City of Fort Lauderdale

Solicitation 425-10973, Valve Assessment Program

Due May 2, 2012, Time: 2:00 p.m.

COPY

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Tab 1: Bid/Proposal Signature Page & Pricing Page

See attached.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: CCW Iron (signature) 4/29/12 (date)

Name (printed) Cliff Wilson Title: President

Company: (Legal Registration) Wachs Valve and Hydrant Services, LLC

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: 801 Asbury Drive

City Buffalo Grove State: IL Zip 60089

Telephone No. 224-357-2600 FAX No. 847-415-2196 Email: mfrench@wachsws.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 365

Payment Terms (section 1.04): 45 days Total Bid Discount (section 1.05): 0

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

 Addendum No. Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES NO ✓

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations:

PART VII - PROPOSAL PAGES – COST PROPOSAL

Cost to the City: Contractor must quote firm, fixed, annual rate for all services identified in this request for proposal. This firm fixed annual rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed annual rate will be the same for the initial contract period.

The Proposer shall indicate the charge per type of valve serviced and the charge per valve serviced.

Item	Description	Estimated Quantity/yr.	Unit Rate	Total Extension
1.	Servicing 2 inch and smaller size valves	288 EACH	\$ <u>48</u>	\$ <u>13,824.00</u>
2.	Servicing greater than 2 inch to 10 inch size valves	3448 EACH	\$ <u>63</u>	\$ <u>217,224.00</u>
3.	Servicing greater than 10 inch to 16 inch size valves	204 EACH	\$ <u>67</u>	\$ <u>13,668.00</u>
4.	Servicing greater than 16 inch size valves	92 EACH	\$ <u>295</u>	\$ <u>27,140.00</u>
5.	CCTV Inspection ≤ 12" per insertion	2 EACH	\$ <u>7,000</u>	\$ <u>14,000.00</u>
6.	CCTV Inspection > 12" insertion	2 EACH	\$ <u>12,000</u>	\$ <u>24,000.00</u>
7.	2 Man Crew + Vehicle per hour	50 HOUR	\$ <u>250</u>	\$ <u>12,500.00</u>
8.	Service Fire Hydrant	1000 EACH	\$ <u>95</u>	\$ <u>95,000.00</u>
9.	Main Capacity Fire Flow Test, AWWA M17	50 EACH	\$ <u>195</u>	\$ <u>9,750.00</u>

TOTAL ESTIMATED ANNUAL FEE (INITIAL CONTRACT PERIOD) \$ 427,106.00/ANNUALLY

Tab 2: Non-Collusion Statement

See attached.



NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

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For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
_____	_____
_____	_____

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

CCW Iva 4/29/12

WACHS VALVE AND HYDRANT SERVICES

Tab 3: Letter of Interest

Bob McKenney
Procurement Specialist II
Procurement Services Division
Room 619, City Hall
100 North Andrews Avenue
Fort Lauderdale, FL 33301

Mr. McKenney,

Wachs Water Services is pleased to submit a proposal with pricing to assess and address the needs of the City of Fort Lauderdale's Water Distribution System.

Wachs Water Services is the nation's leading provider of distribution system solutions; we deploy the most advanced technology and processes, and our experience working in communities like: Houston, Baltimore, Phoenix and Fort Lauderdale give us the local crews and perspective to successfully support this program.

As you are aware we have serviced your community's water distribution system for the last four years. Through this program we have increased operability from 54% to 87%. We feel honored to have played an integral role in helping to the City achieve Water Distribution System of the Year Award by the FSAWWA. In addition, the data delivery for your Asset Management Program currently in development and your proactive maintenance program is being fed data collected from our field crews. To date we have collected over 1,591,839 attributes from your assets. We have located an additional 2,000 assets from your current maps and we have a better understanding of your system than any other perspective company submitting a proposal. Because of this knowledge you can continue to expect superior service, without interruption, increased productivity at a lower cost and a long term relationship that will be mutually beneficial to both parties and your customers.

As you read through our proposal you will note the strides we have made to ensure that we have included new technologies to meet and exceed your specification and the demands of a dynamic hydraulic system.

We are very pleased to submit the attached proposal for your considerations.

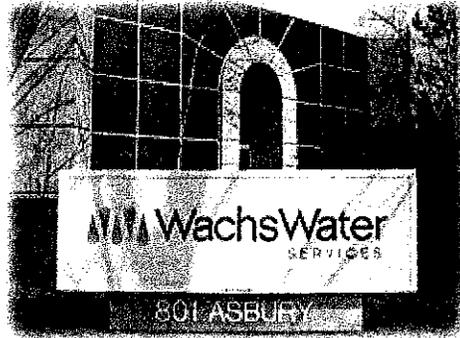
Sincerely,

Mark French
Southeast District
Business Development Manager
Cell: (561) 314-9179
mfrench@wachsws.com

Tab 4: Statement of Proposed Services

Capability and Approach to Perform the Scope of Services

Wachs Water Services is the leading provider of distribution system services that dramatically improve the efficiency and operability of water systems. Our crews work around the country on distribution system projects both large and small, we are capable of mobilizing efficiently and in force almost anywhere. Our services address all the "moving parts" of the distribution system: valves, hydrants, meters, leaks and information. Our specialized approach combines condition assessment and rehabilitation services with the capture and integration of critical system information.



Wachs Water Services Profile History and Credentials

For over 60 years, the Wachs Family of Companies has been the recognized leader in the development and manufacture of the world's finest valve operating equipment, and the leading provider of water valve assessment, repair and GPS mapping services. WWS has unparalleled expertise in water system valve programs having initiated or completed similar programs in Baltimore, Houston, Phoenix, Detroit, San Antonio, Atlanta, Fort Lauderdale, Kansas City (BPU), Wilmington, Pittsburgh, Knoxville, Charlotte, Washington DC, Irving, Atlanta and many other communities. Wachs is proud of our capabilities, dedication and the results we provide to our clients. This has earned us a reputation that is unsurpassed in the industry.

A few highlights that distinguish Wachs Water Services as the provider "most advantageous" to the City of Fort Lauderdale are:

- Wachs has located, cleaned out, tested, documented and GPS mapped over 500,000 valves
- Wachs valve failure rate on similar programs is less than 2/10^{ths} of 1% or 1/5500th
- Wachs success rate for getting trouble or frozen valves working again is 88%
- We will provide the most accurate mapping grade GPS, utilizing sub-foot processes
- Seamless electronic Hansen integration is a Wachs Team expertise perfected on similar programs in communities such as: Henrico County VA, Oxnard CA and Fort Lauderdale FL

Demonstrated Grasp of Key Issues, Credibility by Way of Experience

Wachs' valve operations specialists have located, cleaned out, tested, repaired, documented and GPS mapped over 500,000 valves. This depth of experience is critical to the success of a valve program in which field decisions will be made by the selected contractor that could put thousands of the City of Fort Lauderdale's customers out of water in an instant.

Wachs project personnel deeply understand water distribution systems; how they work and connect, and deliver on every program objective by utilizing Wachs' proven and documented valve operations processes, procedures and training. Our best practices and standards have been published, presented and adopted by utilities across the country and by the American Water Works Association (AWWA).

Control

The essence of a valve asset management program is the development of sustainable *control*. Valves control the flow of water in pipes and they also control the consequences of pipe failures. This is because the consequences of failure increase dramatically for every minute that water flows from the breach. The consequences are impacted significantly by *how long* it takes to mobilize, *how long* it takes to find the valves and *how long* it takes to operate them. In a sense, the timeframe for turning-off the water is indicative of control. And in that context there are varying degrees of control driven by how usable the

valves are in terms of accessibility, mechanical operability and what the utility knows about how the valves are connected to the pipe.

Accessibility

From an operational standpoint, accessibility is the field crew's ability to find valves and get a key on the operating nut. Inaccuracy in mapping, covered over (either in pavement or earth), missing operating nuts, debris in the structure and misalignment of the structure all inhibit the field crew's ability to use the valve. The WWS approach is to incorporate mapping improvements into the quality control process and to incorporate repairs into the first visit to leverage cost advantage through synergy.

Mechanical Operability

The field crew's ability to move the gate fully open or fully closed after having gained access to the valve is a function of the degree to which mechanical operability has been established. There are instances where limited mechanical operability can exist. By example, valves with gear problems in small confined spaces prohibiting the replacement of gears without excavation and pavement restoration may still be operable with specialized leave-in-place tooling. Other valves may be in poor condition and difficult to turn for a variety of reasons requiring specialized equipment such as a hydraulic or electric valve turning machine. WWS addresses mechanical operability by exercising valves until torque stabilizes at its lowest level and carefully documenting the mechanical operability of the valve so that when there is an emergency, mobilization decisions related to the specific equipment or tools a crew needs to operate can be made expeditiously.

Knowing How Valves are Connected to Pipes

Nationally, mapping discrepancies are the greatest challenge to valve usability and subsequently control. There are several reasons for this. The most common hydraulically significant mapping error is omission of reducers causing the reader to assume the valve size is equal to the annotated pipe diameter. Field crews then estimate the turn count which can be significantly lower. This is the single highest contributor to mechanical valve failure – attempting to turn the valve when it is already closed at high torque under desperate operating conditions. The second most common hydraulically significant mapping error is related to entity interpretation or digitization. This is characterized by the relationship between pipe segments and valves when on occasions the pipe topology is not depicted correctly. This type of error causes confusion in the field when all of the valves have been operated but the water does not stop flowing into the pipe segment which should have otherwise been isolated.

Distinctive Competence, Staff Qualifications

WWS's greatest asset is its people. Acquiring competent people, training, licensing and certifying them and maintaining their skill levels is a costly endeavor. It is the single largest investment the company makes on an annual basis. WWS's staff is the most skilled, qualified and competent in the nation built around local subject matter experts who have worked in many water utilities performing many of the tasks listed under this solicitation.

Specifically WWS has:

- More PMI certified management staff than any U.S. company specializing in this type of work.
- More Management staff involved with national and local sections of the American Water Works Association than any other U.S. company specializing in this type of work.
- More Successful experience than any other U.S. company specializing in this type of work;
 - Managing the assessment and operation of more valves and fire hydrants
 - Managing activities related to a wide variety of troubleshooting tasks
 - Managing the repair of valves and fire hydrants
 - Managing the collection and provisioning of data related to water assets in virtually every known format

Experience of Personnel

WWS's ability to successfully manage and carryout the scope of this program rests squarely on experience having performed condition assessment projects for public and private utilities locally and nationally including:

- DC Water
- WSSC
- Atlanta
- Houston
- Phoenix
- Howard County
- Fort Lauderdale
- Knoxville
- Pensacola
- Wilmington DE
- Charlotte
- Raleigh
- Columbus
- Kansas City
- Tampa
- Austin
- San Antonio
- Hollywood FL
- Golden State
- Springfield MA
- Baltimore
- Camden
- Winston Salem
- American Water
- United Water
- Orlando
- ...and many others

Wachs Water Services has more experience and more capabilities than any U.S. company specializing in this type of work.

Key Company Personnel

Wachs Water Services maintains a team of highly qualified and experienced personnel in many different parts of the country. Personnel will be made available to support the City of Fort Lauderdale Program as needed. A list of some of our key personnel is listed below.

Edward H. Wachs, Chairman and CEO

- Over forty years of experience in the water utility industry
- Extensive program management and manufacturing experience
- Long term vision for the water industry

Cliff Wilson, President

- Over twenty-five years of experience in the water and technologies industries
- Graduate US Naval Academy, MBA University of Virginia, Navy Nuclear Propulsion Certified
- Extensive business and maintenance experience with the Navy (nuclear engineer), Amoco and Wachs Companies
- Member of the AWWA Distribution Committee
- Member of the AWWA Water Loss Control Committee
- Published author for Water World, AWWA Journal, ESRI Water Writes and UIM

Charles Wachs, Director

- Over forty years of experience in the water utility industry
- Extensive consulting and program management experience for large water utilities
- Special expertise in the integration of field and information activities to improve utility efficiency, performance and customer service
- Member of the AWWA Distribution Committee
- Member of the AWWA Water Loss Control Committee

Wayne Pratt, Vice President of Operations

- Twenty five years of experience in utility maintenance and construction
- MBA, Keller Graduate School of Management, Oakbrook, IL
- Expert in business process development
- Class A Contractors License, Virginia
- General Contractors License, Florida
- Engineering Contractors License, Arizona
- Engineering Contractors License, California
- Certified PMP Number 1750083

Cliff Jones, Vice President of Business Development

- o Over thirty years of experience in the water and technology industries
- o Extensive consulting and program management experience for large water utilities
- o MBA, Warwick University
- o B.S. Honors, Industrial Chemistry, Loughborough University
- o Member of ASCE
- o Member of NASSCO
- o Member of CATT
- o Published author for Water World and the AWWA Journal

Ryan McKeon, PMP, GISP, Vice President of Technology

- o Expert in Microsoft Access, Trimble software, ESRI GIS
- o BS Degree in geography from Towson University
- o Member of ESRI Water/Wastewater Database Development Team
- o Member of the Urban and Regional Information Systems Association (URISA)
- o Specialist in field data management processes, mobile GIS and GIS/CMMS integration
- o QA/QC data manager
- o PMP Certified Number 1272236
- o GISP Certified Number 00057500

Proposed Team for the City of Fort Lauderdale Program

Wachs Water Services will have professional and trained personnel execute the City of Fort Lauderdale's valve program. Our team will coordinate with the City's operations, engineering, information management and mapping personnel to insure that you receive maximum value from the program. The project manager, crew chief and information manager will have communications equipment so that they can be in constant communication and their activities can be coordinated together and with the City. Below is the proposed team with role descriptions for the Fort Lauderdale Valve Assessment Program.

PROJECT MANAGEMENT

Wayne Pratt, PMP, Program Administration

Wayne Pratt, Vice President of Operations will have overall responsibility for the safe, efficient, accurate and timely completion of the City of Fort Lauderdale program. The Vice President of Operations acts as the principle in charge and is responsible for coordinating the implementation of best practices and continuous improvement. The operations director periodically conducts "deep dive" client and program reviews which precipitate best practices that are implemented locally and nationally. Mr. Pratt's linkages with multiple utilities, companies and business partners will bring a wealth of knowledge to the City of Fort Lauderdale program.

*Training & Certifications: MBA, Keller Graduate School of Management, Oakbrook, IL
Class A Contractors License, Virginia, General Contractors License, Florida, Engineering Contractors License, Arizona, Engineering Contractors License, California, Certified PMP Number 1750083*

Dave Tweed, Project Manager

Dave Tweed will be the Project Manager for the City of Fort Lauderdale Program and he has over six years of professional experience managing valve assessment programs. Mr. Tweed will write the program criteria, project plan, conduct pre-program discussions and refine operating processes and procedures. He will coordinate the execution of the project activities such as, personnel supervision, field work, data management, repair recommendations and quality assurance. Mr. Tweed has extensive experience in the execution of valve and hydrant assessment, rehabilitation and minor maintenance programs and is the project manager for our multi-year programs in Henrico County, VA, Knoxville, TN and Fort Lauderdale, FL. Mr. Tweed is an expert in overseeing all aspects of valve and hydrant assessment programs with repairs and is intimately familiar with the City of Fort Lauderdale's water distribution system.

Training & Certifications: 10 Hour OSHA Training Certification, Field Operations Classroom Trained, Wachs Certified Operator, Crew Chief and Project Manager, Truck Safety, Equipment and Inspection

Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained

FIELD OPERATIONS

Scott Remmers and Rafael Diaz, Crew Chiefs

The crew chiefs will be responsible for the safe operation of the crews as they accomplish the work according to established procedures. The crew chiefs are accountable for the safety, processes, procedures and information collected on the City of Fort Lauderdale program. Scott Remmers and Rafael Diaz will be assigned as crew chiefs for the Fort Lauderdale program. Both Scott and Rafael are highly trained WWS crew chiefs and both have worked in the Fort Lauderdale water distribution system for several years.

Scott Remmers Training & Certifications: Field Operations Classroom Trained, Wachs Certified Operator and Crew Chief, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification, Certified Tester – Backflow Prevention, Level 3 Water Distribution Operator, FL

Rafael Diaz Training & Certifications: 10 Hour OSHA Training Certification Field Operations Classroom Trained, Wachs Certified Operator and Crew Chief, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification

Operators/Traffic Flagger

The operator assists the crew chief in the proper execution of the planned work. The Operator will be capable of all facets of the field operations. The operator may be utilized as a traffic flagger in high traffic situations for the ultimate safety of the crew. All operators assigned to the City of Fort Lauderdale Program will be certified through our training program.

DATA MANAGEMENT

Ryan McKeon, PMP, GISP, Information Manager

The information manager plays a significant role during the startup of the City of Fort Lauderdale program and will later act in an advisory capacity to the project manager to facilitate implementation of various technologies. The information manager is responsible for developing and modifying data dictionaries. The information manager will work with City of Fort Lauderdale personnel to ensure that the integration process runs smoothly for seamless integration of the collected data into Hansen. The information manager will also act as a QC check to the information analyst position. Ryan McKeon will be the Information Manager for this Program.

Training & Certifications: BS Degree in geography from Towson University, PMP Certified Number 1272236, GISP Certified Number 00057500, ArcSDE Administration for SQL Server, Programming ArcObjects, GPS – Earth Vector Systems, Wachs Water Services Water Operations Training Program

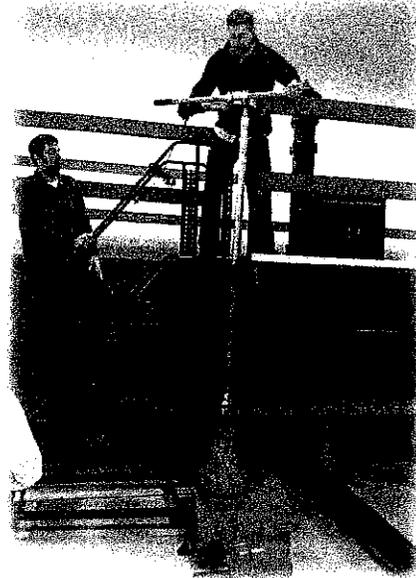
Justin Vangelista, Information Analyst

The information analyst will oversee the progress of the information collected in the field to ensure that the resulting information is accurate, precise, useable and in the correct formats. The information analyst will execute data acquisition and data entry on all of the valves and hydrants in the City of Fort Lauderdale program. Justin Vangelista will be the information analyst for this program.

Training & Certifications: ArcGIS 9.x, Arcview 3.x, Spatial Analyst Extension, GeoStatistical Analyst, Maplex, Erdas Imagine, Adobe Illustrator, Adobe Photoshop, Adobe InDesign, Adobe Acrobat (with GeoPDF extension), Pathfinder Office, Trimble GeoXH and GeoXT units

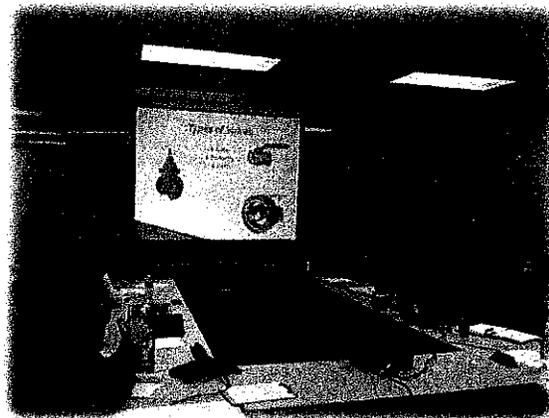
Wachs Water Services Training Methodology

Wachs Water Services uniquely understands the importance of this type of project and to that end has developed a comprehensive certification training program addressing the needs of field crew operations improvement teams. The WWS training program has been deployed around the nation internally for WWS's own purposes and also externally provided to utilities such as Dallas TX and Baltimore MD. Our training program has been approved by the State of Connecticut Department of Health for Training Contract Hours. It has been successfully implemented in Baltimore, MD and has been successfully implemented to certify over 175 WWS field crew members. It consists of classroom training, field training, written tests and field performance tests.



WWS has developed this program in such a manner as to be portable from utility to utility, adaptable to a variety of operational conditions and circumstances that range from limited water supply systems where loss mitigation is the operative ethic to older primarily cast iron systems where safety, reliability, containment and rehabilitation drive the training program.

In assessing over 500,000 valve assets Wachs Water Services has encountered virtually every known type of valve for controlling the flow of water and some of the rarest large valves with virtually every known type of valve for controlling the flow of water from source, treatment and ultimately to the end users. WWS has also seen some of the rarest fire hydrants including rising stem and custom made hydrants. It is to those unique circumstances which the WWS training program is designed. Specifically it is designed to mitigate damage, operate safely, contain costs and provide the City of Fort Lauderdale with manageable and sustainable service levels during the course of the contract under virtually all foreseeable circumstances. WWS has broken this training into objective pieces: asset operations (valve operations & hydrant operations), significant system activities, water quality, leak detection and safety.



WWS certified and licensed subject matter expert trainers provide a combination of classroom training and field training; this a core function of the WWS business model, an area where no expense can (or should) be spared. There are three levels of training designated as: *Fundamental, Practical and Experienced*; each level of training exposing operators to higher levels of complexity regarding types of assets operated, variations in system activities and torque limit certifications.

Classroom Training for Valve and Fire Hydrant Operations and Distribution/Engineering Functions

Operators are provided with 4 full days of in-class training and hands-on classroom exercises followed by a four hour written examination which requires students to draw detailed diagrams and formulate answers rather than select from multiple choices. After reviewing the course outline below the City of Fort Lauderdale will conclude that the WWS training program is the most intensive training program in the industry. It covers the following topics:

- Safety
- Engineering Standards – operators will gain an understanding of AWWA, ASTM and Manufacturers standards for valves and fire hydrants.

- AWWA Publications – operators will gain an understanding of AWWA documents:
 - M44 – Distribution Valves selection, maintenance and testing and installation
 - M17 – Installation, field testing and maintenance of fire hydrants
 - AWWA Distribution Handbook covering a wide variety of topics
 - C-500 – Metal seated gate valves for water supply service
 - C-502 – Standard for dry barrel fire hydrants
- Water Systems – identifying single line feeds, back-fed customer, isolations
 - Dewatering Mains – using digital elevation models, calculating expected head, locating low point release – knowing when valves hold, etc.
 - Raw Water through Effluent
 - Water Zones (Pressure)
 - Pipe – types, corrosion, tuberculation, C-Factor
 - Unidirectional Flushing
 - Engineering based functions and tests (M17 Fire Flow test, C-factor test)
- Map Reading – orienting, identifying assets, locating air release and dewatering assets
- Valves
 - Types, usage, advantages, construction, installation, actuators
 - Torque limits by size and type, estimating torque when valves are geared
 - Vaults / Boxes
- Cross Connections
- Standard details for installation of valves and hydrants
- Confined space entry
- Traffic Control
- Equipment, software systems, controls



Operators acquire torque limit certification after successfully completing the field portion of each hierarchical training segment. The crew chief certification program covers all the topics necessary to create shutdown plans, execute them and safely recharge water main. The field training is described below:

Fundamental Field Training – 3 Days

The objective for this segment of training is to provide staff with the ability to operate small diameter valves with a torque limit of 200 ft. lbs under supervision of an experienced crew chief. This torque limit is adequate for operation of all fully operable butterfly valves and gate valves 12 inch in diameter and smaller by hand. At this level operators will gain the ability to locate, assess and static test hydrants. Operators will learn how to collect information on valves and hydrants. This is the minimum training level for labor support crews.

Practical Field Training – 10 Days

At this level of training, the objective is to provide operators with a 300 ft. lbs torque limit allowing supervised operation of virtually all 12 inch gate valves and smaller with microprocessor controlled hydraulic valve turning machines and a variety of other tools. Operators gain valuable experience working with low clearance keys, angular deflection knuckles and procedures for opening valves which are found closed. Operators will gain the ability to perform minor repairs on valves and hydrants as well as the ability to perform M-17 fire flow tests. This is the minimum threshold of training for crew chiefs in training (CITs).

Experienced Field Training – 25 Days

The objectives for this level of training fully encompass all other training segments in addition to the operation of large valve assets. Operators will gain an understanding of how frozen valves are returned to full operability. They will understand how to upload and read torque charts and how to straighten bent

stems and perform unsupervised valve operations at torque limits up to 300 ft. lbs of torque. Operators will receive an 800 ft. lbs torque limit adequate for supervised operation of valves 16 inch in size and larger. They will understand the principles of hydraulic locking and the course of action which must be taken in those circumstances. They will understand how to execute and collect information for a C Factor tests and unidirectional flushing sequences. This is the minimum training threshold for fully certified field crew chiefs.

Classroom Training for Leak Detection Surveying

The classroom training for leak detection is designed to familiarize operators with the equipment used to locate, correlate and analyze leak sounds. It is designed to give operators the working knowledge of how sound travels through various pipe under a variety of circumstances. Crew Chiefs will gain an understanding of leak sound observation probabilities based on pressure, pipe materials, topography, density of pipe connectivity and access to listening points. They will understand how sound is attenuated and learn where best to listen given the circumstances of each individual leak investigation. Classroom training is completed when operators successfully pass the written examination given at the end of the classroom training – it lasts 2.5 days.

Classroom training consists of:

- Safety
- Leaks and Leak Detection Fundamentals
- Equipment
- Conducting Leak Investigations
- Estimating Water Loss
- Correlation
- Understanding Leak Data
- Developing Leak Reports

Leak Detection Field Training (Fundamental 3 Days & Practical 5 Days)

Field training is designed to give crew chiefs experience working with a variety of testing equipment and applying classroom training to identify, correlate and locate water leaks. Crew Chiefs will have the opportunity to learn and practice leak detection best practices over a 1 or 2 week period of time, depending on the City's needs.

Data Management and Estimated Timetables

Wachs Water Services has profound experience collecting and managing field-derived data, turning it into useful information and analyzing this information through a GIS-centric process to help utilities understand the performance of their system, their business risk exposure and asset service levels. We have developed a robust (and industry verified) set of field data attributes; they are validated prior to delivery. To accomplish this we use a combination of automated and visual inspection techniques and tools. In the GIS environment, we can analyze entire sections of the water system and make recommendations as to valve repairs/replacements, detect system problems as well as develop and publish individual shutdown plans. We are business partners with ESRI, the leading expert in GIS systems and the City of Fort Lauderdale's GIS software provider.



Create and Manage Inspection and Work Order Tables

Our database format allows us to start programs like this one very quickly and effectively. The database has pre-programmed queries which sort and manage information which is of interest to our customers. While a valve database may appear simple, we have found through our experience, that there are many potential pitfalls and challenges to overcome in order for the program data to be turned into usable, actionable information. We have learned these lessons and have incorporated them into our database structure.

Database Design

Before field operations commence a meeting will be hosted by the Wachs Water Services team and the City of Fort Lauderdale to reach alignment on the specific data schemas to be employed by the database design. We will discuss at a minimum, the following:

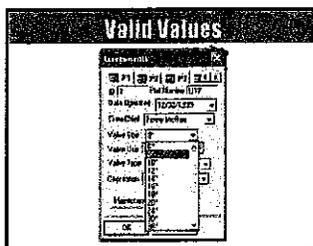
- **The GIS Data Schema** – Our team will discuss, recommend and record the data structure and domain for each field of data collected during asset inspection tasks including domain values.
- **Source Data** – Our team expects that the City of Fort Lauderdale has existing map data and possibly in several formats. We will identify sources such as Orthophotography, land base and cadastral to determine its suitability for the methodology we plan to implement.
- **Data Acceptance** – We understand the need for the City of Fort Lauderdale to review and test data to be incorporated into their systems. We will establish the acceptance criteria for data that is delivered in each phase of the program.

Quality Management

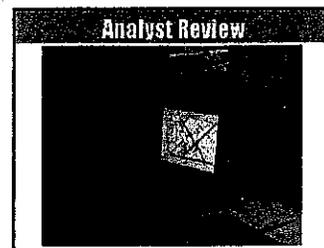
Our ability to provide “right the first time” valve data rests squarely on our ability to manage the quality assurance process. From creation through integration, analysis and provisioning, our team has deployed a systematic quality program encompassing automation, manual inspection and random sampling. We have a triple validation process on all data we collect in our programs. The field crew reviews all data collected at the end of each day, a data analyst reviews the collected data as it is integrated into the valve database and finally the project manager reviews all lines of data for the third validation before information is appended into the main table.

Our approach begins in the field where we deploy technology in an interactive environment. Our field operators are trained to use near survey grade survey instruments and a series of software systems including TerraSync and Pathfinder Office. This approach improves quality, improves consistency and reduces the delivery cycle significantly by eradicating uncertainty in numerous instances such as “paved-over” and “cannot locate” assessments. Our quality control process has been developed and refined over the years. It is a critical first step in the creation of the valve database attributes and the development of valid values for each entry. These valid values drive consistency and accuracy at the front end of the process.

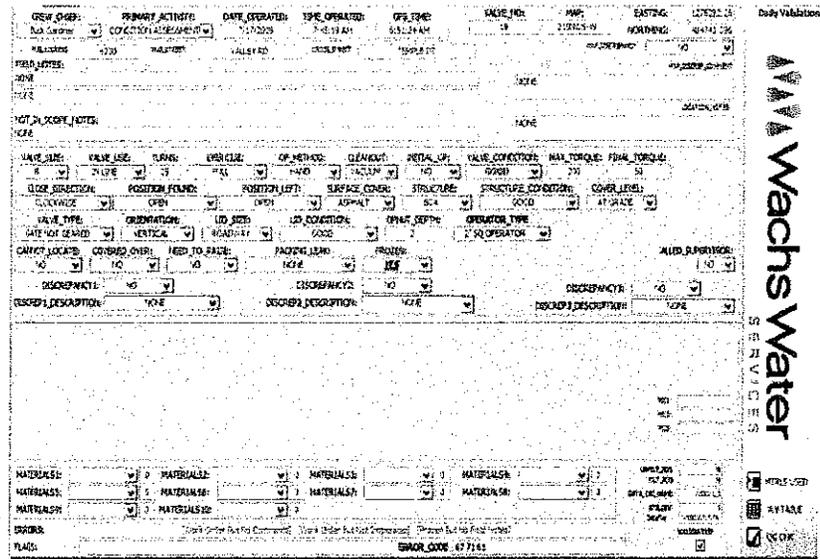
Our field crews are trained in data collection procedures and the use of our information management equipment. At the end of each work day the field crew reviews the collected data for accuracy as the **First Data Validation**.



Second Data Validation occurs as the data is integrated into the valve database; our information analyst again reviews the information for accuracy. Our information analyst will then run an automated discrepancy routine on the valve feature classes in order to provide an automated level of quality control. This guarantees the data is structurally correct, is free of omissions and meets a logical threshold. Our information analysts are highly trained GIS professionals with experience working in other water systems – a tremendous benefit to the cost-to-quality curve.



The semi-automated QC tool (pictured right) is utilized by our Data Analysts to validate each field record before being loaded into the production geodatabase. Years of experience has led to the creation of an extensive library of validation rules that have been translated in executable SQL statements.



In this example, the tool has recognized a conflict due to a valve condition of good while a discrepancy of high torque has also been entered. This example would require either an edit or a managed override for validation.

The data is then given to the project manager who performs the **Third Data Validation** by reviewing all lines of data before information is appended into the main table. This third test is essentially a reasonableness test; the project manager reads the database and concludes whether the data makes sense based on his many years of experience performing this type of work.

Data Management Responsibility Matrix

Below is our internal responsibility matrix in accordance with our data quality management plan. Clarity of responsibility ensures quality data.

Quality Management Plan

Task	Task Description	Frequency	Responsibility Assignment			
			Crew Chief	Information Analyst	Project Manager	Information Manager
Q1	100% Horizontal (row/record) Manual Attribute Validation (Validation 1)	Daily	R	I	I	-
Q2	100% Vertical (column/attribute) Manual Attribute Validation (Validation 2)	Daily	-	R	-	-
Q3	100% Horizontal (row/record) Automated Attribute Validation (Validation 2)	Daily	-	R	-	-
Q4	100% Horizontal (row/record) Manual Attribute Check Validation (Validation 3)	Daily	-	-	I	R
Q5	100% Operational Tracking Sheet Comparison	Daily	C	R	I	-
Q6	100% GPS Metadata Validation	Daily	-	R	-	-
Q7	100% Attribute Transfer (WaterSystemID) -> (Asset_ID)	Daily	-	R	-	-
Q8	[VALVE_NO] = [Asset_ID]	Daily	-	R	-	-
Q9	100% GPS - Existing GIS Geometry Distance Calculation	Daily	-	R	-	-
Q10	Digital Picture Assignment	Daily	-	R	-	-
Q11	Topology Chart Assignment	Daily	-	R	-	-
Q12	Existing Attribution Comparison (Erie GIS Dataset)	Weekly	-	R	-	-
Q13	Existing Attribution Comparison (Mead Water Services Activities Dataset)	Weekly	-	R	I	I
Q14	Scope Completion Analysis	Weekly	-	R	I	I
Q15	10% Horizontal (row/record) Manual	BI-Weekly	-	I	I	R
Q16	100% Horizontal (row/record) Automated	BI-Weekly	-	I	I	R
Q17	Replication Process Validation	BI-Weekly	-	I	I	R

R = Responsible
C = Contributing
I = Informed

WACHS WATER SERVICES

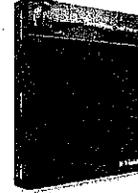
**Data Collection Equipment and Software
ESRI ArcGIS Software (version 9.3.1)**

The project team will use ESRI ArcGIS software for all spatial data analysis and validation pertaining to water distribution assets.



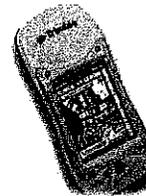
Trimble TerraSync Software & Trimble Pathfinder Office

Wachs Water Services uses Trimble TerraSync software as our data collection and GPS software platform. We incorporate pre-determined data dictionaries; drop down menus and GPS restrictions in order to maximize the accuracy of all program data. Wachs Water Services uses Trimble Pathfinder Office software to post-process GPS positions, manage field data functions and export the valve and hydrant data into our Program database.



GeoExplorer GPS/data recorder

The project team will use Trimble GPS devices for GPS and data collection activities. Pre-programmed data collection, GPS limits and documentation will be integrated with this equipment.



Project Schedule with Timeline for Completion

Scheduling is an ongoing, critical process for the successful completion of this program. In our view, it is best to drive the program scheduling on a planned basis by always looking forward and being prepared for contingencies. Executing the work in a pre-planned coordinated manner while following written procedures will:

- Reduce the amount of traffic disruption
- Reduce the disturbance of the water system
- Standardize field activities to ensure work is performed in a safe manner
- Ensure consistent data is collected
- Reduce the crew work area set-up and take down time
- Reduce the amount of crew transit time

We estimate this program will take approximately one year to complete. See our schedule chart below.

Fort Lauderdale - Work Schedule Chart												
Fort Lauderdale Work Schedule	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Project Start Up												
Database Design Meeting												
GPS Settings Validation and Mission Planning												
Crew Mobilization												
Valve Assessments												
Hydrant Assessments												
Hydrant Painting												
Minor Repairs												
GPS Post Processing												
Inspection Data QC												
Hansen Integration												
Final Deliverable Meeting												

Key

WWS - PM
WWS Field Crews
WWS IS Team



Tab 5: Business Licenses

The list below is an overview of the attachments contained in this section.

- License to do Business in the State of Florida
- State of Florida Certified General Contractors License
- Attachment "A" Local Vendor Preference Certification Statement
- Broward County Local Business Tax Receipt
- Designated Team Member PMP Certification
- Designated Team Member GISP Certification
- State of Florida Operators License, Scott Remmers
- Backflow Testing License, Scott Remmers

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

**FILED
Jan 05, 2012
Secretary of State**

DOCUMENT# M07000004188

Entity Name: WACHS VALVE AND HYDRANT SERVICES, LLC

Current Principal Place of Business:

801 ASBURY DRIVE
BUFFALO GROVE, IL 60089

New Principal Place of Business:

Current Mailing Address:

801 ASBURY DRIVE
BUFFALO GROVE, IL 60089

New Mailing Address:

FEI Number: 36-4377643

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

BUSINESS FILINGS INCORPORATED
515 E. PARK AVENUE
TALLAHASSEE, FL 32301 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: WACHS VALVE AND HYDRANT SERVICES
Address: 801 ASBURY DRIVE
City-St-Zip: BUFFALO GROVE, IL 60089

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: CLIFFORD C WILSON

PRES

01/05/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

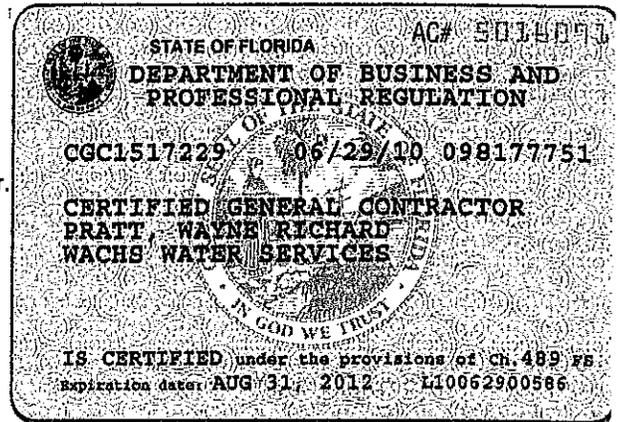
(850) 487-1395

PRATT, WAYNE RICHARD
WACHS WATER SERVICES
600 KNIGHTSBRIDGE PKWY
LINCOLNSHIRE IL 60069

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

AC# 5016091

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
SEQ# L10062900586

DATE	BATCH NUMBER	LICENSE NBR
06/29/2010	098177751	CGC1517229

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2012

PRATT, WAYNE RICHARD
WACHS WATER SERVICES
600 KNIGHTSBRIDGE PKWY
LINCOLNSHIRE IL 60069

CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
INTERIM SECRETARY

RFP NO. 425-10973

TITLE: Valve Assessment Program

ATTACHMENT "A"
LOCAL VENDOR PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local vendor preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) Business Name is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.

(2) Business Name is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.

(3) Wachs Valve and Hydrant Services, LLC Business Name is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.

(4) Business Name requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(5) Business Name requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.

(6) Business Name is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")

PROPOSER'S COMPANY: Wachs Valve and Hydrant Services, LLC

AUTHORIZED COMPANY PERSON: Cliff Wilson NAME SIGNATURE DATE 4/29/12

STATE OF Illinois
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 29th day of April, 2012, by CC Wilson and as President and respectively, of as They are personally known to me or have produced identification.

(SEAL)

Barbara Quinlan
Notary Public, State of
(Signature of Notary taking Acknowledgment)

Barbara Quinlan
Name of Notary Typed, Printed or Stamped

My Commission Expires 4/9/14

Commission Number





RECORDS, TAXES AND TREASURY

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

Successfully checked out.

If you pay by credit card, a convenience fee will be added to your tax payment. Please look at the convenience fee carefully, before you finalize your payment. We cannot cancel your transaction and refund the convenience fee, after you finalize your payment. There is no convenience fee, if you pay by e-check through our website.

Receipt

Thank you! Your payment is now being processed. You may wish to print this page for your records.

Receipt #: WWW-11-00069558

Date: 04/12/2012 10:41AM

Paid by: Barbara Quinlan

Using: Credit Card ending in 5353

Tangible Property

2011 Annual Bill	Account # 600000020121	UNKNOWN	\$277.70
2009 Annual Bill	Account # 600000020121	UNKNOWN	\$340.98
		Convenience fee	+ \$20.00
		Payment --- thank you!	-- \$638.68
		Total due	\$0.00

Thank you!

← Continue shopping

Project Management Institute

THIS IS TO CERTIFY THAT

Wayne Richard Pratt

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE,
KNOWLEDGE AND SKILLS TO LEAD AND DIRECT PROJECT TEAMS AND IS HEREBY
BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE.

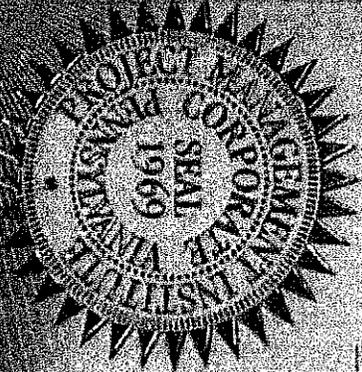
Carrie B. ...
Eugene Bouda - Chair, Board of Directors

Gregory ...
Gregory ... Chief Executive Officer and President

PMP# Number 1345412

PMP# Original Grant Date 14 July 2010

PMP# Expiration Date 13 July 2013





This certifies that

Ryan McKeon

*has met the minimum standards for ethical conduct and professional practice as established by the
GIS Certification Institute for recognition as a*

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

and is therefore entitled to all the rights and privileges thereunder.

*This grant of certification shall expire or be deemed inactive on 01/25/2015
unless, by that date, the individual shall have successfully completed recertification.*

Certification Number 00057500 Date Certified 02/25/2010

Edward P. Arabas, II

*Edward P. Arabas, II, GISP
GISCI President*

Sheila Wilson

*Sheila Wilson, GISP
GISCI Executive Director*

State of Florida
Department of Environmental Protection

ISSUED: 3/21/2012

LICENSE NO.: 0020653

**THE CLASS 3 DISTRIBUTION SYSTEM OPERATOR NAMED BELOW IS LICENSED UNDER
THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.**

VALID UNTIL: 4/30/2013

SCOTT M. REMMERS

RICK SCOTT

HERSCHEL T. VINYARD, JR

GOVERNOR

DISPLAY IS REQUIRED BY LAW

SECRETARY

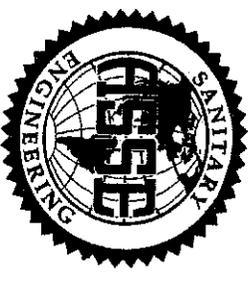
The American Society of Sanitary Engineering



hereby certifies that

Scott M. Remmers

has successfully completed the approved course of instruction and has passed the requirements of the American Society of Sanitary Engineering Backflow Protection Assembly Tester on this, the 11th day of December, 2011




Donald R. Summers, Jr., International President

Certification Number 21222

Tab 6: Evidence of Insurance

See attached.





CERTIFICATE OF LIABILITY INSURANCE

OP ID MD
WACHS-1

DATE (MM/DD/YYYY)

08/25/11

PRODUCER
Insurance Resource Consultants
620 Academy Drive
Northbrook IL 60062-2421
Phone: 847-498-6600 Fax: 847-498-0629

INSURED
Wachs Valve & Hydrant Services
Wachs Water Services
801 Asbury Drive
Buffalo Grove IL 60089

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Insurance A+XV	36145
INSURER B:	Essex Insurance AXIII	
INSURER C:	Praetorian Insurance AX	
INSURER D:	Princeton Insurance A+XV	10786
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	Y6604841A776-TIL-11	08/16/11	08/16/12	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
A		AUTOMOBILE LIABILITY	Y-BA4841A788COF-11	08/16/11	08/16/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
B		EXCESS / UMBRELLA LIABILITY	CUBW2792009	08/16/11	08/16/12	EACH OCCURRENCE	\$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 10,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	QWC0000024	08/16/11	08/16/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
		If yes, describe under SPECIAL PROVISIONS below					
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D		OTHER	82A3FF0000335-00	08/16/11	08/16/12	Each Occu	\$ 5,000,000
		Excess Liability				Aggregate	\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

H. S. Leonard

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DB
WACHS-1

DATE (MM/DD/YYYY)
04/07/11

PRODUCER
Service Insurance Agency
P.O. Box 1250
1655 N. Arlington Heights Road
Arlington Heights IL 60004-1250
Phone: 847-870-0400 Fax: 847-870-0562

INSURED
Wachs Valve & Hydrant Services
Wachs Water Services
801 Asbury Drive
Buffalo Grove IL 60089

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Ins Co AXII	
INSURER B: Lloyds of London	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPIOP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHR
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		Professional Liab	LHR725061	03/01/11	03/01/12	Limits	\$5,000,000
B		Excess Prof. Liab.	SUAAFBB50236	03/01/11	03/01/12	Limits	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

This certificate is being issued for information purposes only and does not extend any liability protection.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Penny B. Kynion

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Tab 7: Assessment of City of Fort Lauderdale Needs

Project Understanding

Wachs Water Services has had the pleasure of serving the Citizens through its client the City of Ft. Lauderdale for the last four years. During that time we have gained intimate knowledge of the City's distribution system, built strong relationships earned by mutual respect, improved system reliability through increased asset control and operational intelligence.

Background

Wachs Water Services has serviced over 700,000 valves and hydrants in North America. We have collected over 20 million attributes for the above referenced assets. The data we have collected has helped Utilities like the City of Ft. Lauderdale to update their GIS, create a connectivity model, isolation trace and prioritize repairs by providing data for their CMMS programs.

With the assessments we provide and the data we collect we improve system reliability by improving system control. Wachs approach is systematic, holistic, cost effective and definitive. We improve operability which in turn reduces costs to our customers when they incur main breaks, construction shuts, life safety emergencies requiring proper fire flow capabilities and the ancillary costs associated with catastrophic events. In addition, Wachs Water Services has improved City ISO ratings by providing system wide assessment and testing of a municipality's life safety equipment.

Assessment & Plan for the City of Ft. Lauderdale

Our office is located in Broward County just off Copans Road. We have four crew members and two fully equipped Wachs service vehicles. These field technicians are the same staff we have had working on your system for the past several years. We assess approximately 400 valves per month with a 2 man crew and a Wachs fully equipped service truck. We should also be able to assess 100 hydrants per month using additional personnel. Our information services department has one full time person dedicated to review and prepare for delivery the data we collect. In addition, Mr. Tweed, our Project Manager reviews and provides QC/QA for our field operations and data collection and will continue to do so upon contract renewal. Based on the RFP we would continue to meet your schedule and deliver information we collect on time. Since we know your system well and have a better understanding of what to expect we can price it accordingly. This savings is passed on to you by our ability to know your system and increase our productivity.

Past Performance Predicts Future Results

Wachs Water Services has provided the City of Ft. Lauderdale services for the last four years. During that period we lowered our contract price from \$123.25 per valve up to 16" to \$70. We also lowered our per hydrant assessment from \$180 to \$120. We made the concessions in an effort to assist the City with continued financial challenges and to meet the needs of a Utility that has shrinking budgets, dynamic changes and an aging infrastructure that would continue to require assessment. We met those challenges together and we did so to make sure we could help deliver the level of service that your customers desire and deserve.

The costing for this Proposal is lower than our current pricing. We believe we can provide better service under the same constraints because of our working knowledge of your system. The information we have collected is a very good tool for both of us. We can use this information to help us understand your distribution system better. We know where assets are located and because of that our productivity will increase.

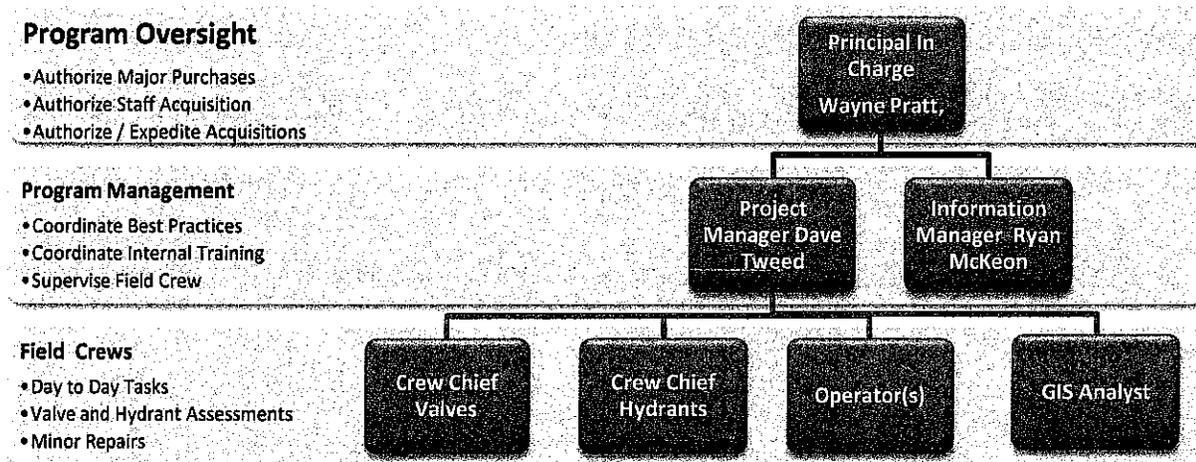
Tab 8: Ability to Assign Appropriate Resources

Wachs Water Services Capability to Commit Resources

We assign a principal to each project who acts in an oversight capacity and also to expedite any requirements that a given project might need. The principal in charge has the capability to rapidly authorize large purchases for equipment and / or services. This benefits programs and clients by contributing to schedule management, quality and productivity. These benefits are realized when measurable gains are made to either expedite scheduled work or improve the success rate of any given task.

Our approach to assigning personnel is to create a program team which can act cohesively, expeditiously and strictly in the interests of the client to reduce risk and lower effective prices by providing an added layer of expertise, experience and capabilities. Our management structure is designed specifically to successfully perform exactly this type of work – it is a by design management approach.

Project Organizational Chart



WWS will put the right tools, the right technology and the right knowhow into the right hands at the right time. WWS managers, technicians and engineers are subjected to the best training, certification and licensing program in the industry. It is peer reviewed by utilities nationwide and being considered a standard by many of them. WWS has more capacity to do this work than any other service provider who specializes in this type of work. Combining tools, knowhow, management and people specialized in pipeline condition assessment and leak detection is a powerful low risk, high value approach to guaranteeing the City of Fort Lauderdale's success with regard to this contract.

Wachs Water Services has an office and full complement of staff located off of Copans Road in Pompano Beach, Broward County, Florida. The staff, resources and equipment is in place to support the needs and requirements of the City of Ft. Lauderdale's Water Distribution's requirements. Wachs will be ready to execute the contract at 100% field activity upon contract approval.

Equipment for the Fort Lauderdale Program

Wachs Water Services will position a full service valve operations and repair vehicle as well as associated repair equipment for exclusive project use. Wachs owns and operates highly specialized equipment for the inspection, exercising and documentation of water distribution valves. Examples of specialized equipment that would be used in support of the project are; the Wachs TM-7DT truck mounted microprocessor controlled valve exerciser with data transfer capability and a torque limit capacity of 2500 ft lb. The Wachs hydraulically operated Powerdrive valve exerciser, the Wachs hydraulically operated rising stem valve exerciser, the Wachs Water Services electric valve exerciser, the Wachs Turn & Count valve key, the Wachs Trvl-Vac 300 valve box cleanout system, a water pump to pump out flooded vaults, the Trimble GeoExplorer GPS/data recorder and a host of other specialized equipment which we use in our projects.

Wachs Water Services Equipment (selected items)

Wachs TM7-DT Truck Mounted Valve Exerciser

Project personnel are experts at the use of the Wachs TM7-DT valve turner. We have developed written operating procedures for all sizes and types of valves and have streamlined the data transfer capabilities to feed directly into our valve operations database. For this project we will use the TM7-DT on all valves which are difficult to turn.



Wachs Electric Valve Exerciser

Wachs Water Services maintains this proprietary piece of equipment to exercise all gate valves larger than 4". This exercising machine has a digital counter and torque control limiting capability.



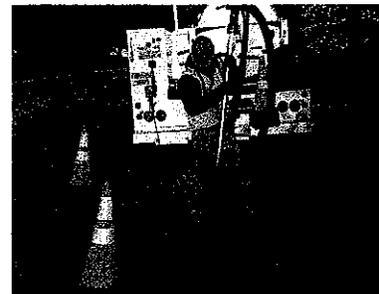
Wachs "Turn and Count"

The project team will use the Wachs Turn and Count manual valve turner on all small valves (4" and smaller) and all butterfly valves. The Turn and Count is a manual valve key that integrates a ratcheting mechanism and digital counter.



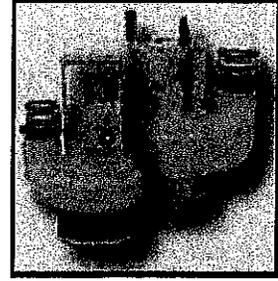
Wachs Industrial Vacuum

The project team will use the Wachs industrial vacuum to vacuum debris and water from valve boxes to ensure that there is a clear view of the operating mechanism and also ensure that debris does not prevent the operation of the valve.



Pumps for Dewatering Vaults

The project team will use dewatering pumps to pump out vaults so that the valve will be fully exposed for inspection and evaluation. This process allows the team to fully evaluate each valve and detect discrepancies that could be hidden by the water.



Pipeline Inspection Equipment - Investigator™ and LDS1000™

Wachs Water Services provides pipeline inspections using the Investigator™ for smaller mains and the LDS1000™ for larger mains. This new technology provides both audio and video inspections combined into a single, small sensor head, allowing leak and video inspections to be run simultaneously which drastically increases overall inspection efficiency. The Investigator™ can be launched through fire hydrants and is capable of travelling up to 300 feet (90 m) in either direction from the insertion point - with or against the flow of water.



Tab 9: Additional Services Available In-House Not Requested by the City

Daily Crew Rate Pricing for CCTV Inspections

We priced the CCTV inspections for this solicitation based on the line item quote. The CCTV inspections will often be required or driven by several factors and will often be a multi inspection, multi day requirement. It has been our experience that this particular technology is driven by main breaks, low flow/pressure issues, water quality, leak detection, line locates, mapping, cannot locate valves, quality control of post construction and many other factors. Because of this it is cost effective to have this technology brought in to conduct multiple inspections grouped together and budgeted appropriately to save the client and its customer money. Daily rate fees for our pipeline inspection crews can be found in the optional pricing table section.

Leak Sounding Survey of Valves and Hydrants

Wachs Water Services can conduct leak survey analysis by sounding each valve and hydrant asset in conjunction with the valve and hydrant assessments performed in this program. WWS can utilize specialized sonic audio leak listening equipment, and document by way of a three tier system (strong, possible or none) leak sounds, as agreed with the City of Fort Lauderdale. Trained and skilled operators will conduct the sounding activities and record the results for analysis by Wachs Water Services and leak locations are to be delivered to City of Fort Lauderdale on a frequent and regular basis, at the direction of the City of Fort Lauderdale. Leak Sounding Survey activities will be billed per asset a unit price for "Leak Survey of Valves and Hydrants" in the optional pricing section.

At a minimum, Wachs Water Services will provide a monthly leak sounding report identifying the location and operator response for all leak sounds. This report will use a color coded system for each response type and all leak locations will be GPS mapped with mapping grade accuracy to provide City of Fort Lauderdale with accurate leak locations for follow-up pinpointing and repair activities to be performed by the others.

Leak Pinpointing

Leak pinpointing, utilizing digital correlators and other specialized leak pinpointing equipment may be performed by Wachs Water Services only upon approval by City of Fort Lauderdale and executed and billed on a time basis (hourly crew rate).

Other Valve Repairs (Non-Backhoe)

These repairs are to be executed and billed on a time basis (hourly crew rate) as agreed with City of Fort Lauderdale, and are intended to return repairable valves to full operability and save the cost of replacement. Materials are to be provided by City of Fort Lauderdale. Valve repairs typically occur in vaults which allow accessibility and will include but are not limited to: operating nut repair/replace, pinion gear repair/replace, bull gear repair/replace, external shaft replacement, external, bushings repair/replace, packing gland repair/replace, bonnet bolt replacement, misaligned valve box repairs, raising valve vault structures and other repairs that may be necessary and agreed with City of Fort Lauderdale.

Other Hydrant Repairs (Non-Backhoe)

Wachs Water Services will perform complete hydrant overhauls (major repairs) from above ground to include: bonnet removal, replacement of break-away assembly on traffic model hydrants, barrel extensions required, barrel height adjustments, installation of safety flange, rework of operating stems, straighten/realignment of fire hydrant, replacement of all gaskets and all necessary internal parts to restore hydrant to service. Complete overhaul (major hydrant repair) will be billed per the applicable line item in the pricing section. All necessary materials and parts for hydrant repair and part replacement will be provided by City of Fort Lauderdale. (NOTE: All minor and major repair and Part replacement for fire hydrants must be approved by City of Fort Lauderdale, and some hydrants may not be repaired but documented as a work order and will be entirely replaced by others, as determined by City of Fort Lauderdale)

Single Hydrant Flow Test

Wachs Water Services will provide at a per item cost of \$75 single hydrant flow test. The test will consist of a pressure test; hydrostatic and residual and will be recorded in accordance with procedures we follow for M-17 testing (this price does not include painting or guard valve assessment).

UDF Execution

Wachs Water Services can execute flushing activities utilizing predesigned sequence maps. Sequence maps are to be provided the City of Fort Lauderdale and will identify hydrants and valves to be operated in addition to flushed pipe. Each crew consisting of a minimum of two workers will be equipped with a minimum of 1 vehicle containing necessary equipment to complete flushing activities.

OPTIONAL PRICING TABLE

Below is Wachs Water Services rate schedule and is part of our quote for use in invoicing for progress payments and for extra work incurred.

Wachs Water Services - Schedule of Fees 2012	
Classification	Daily Rate
Assessment or Repair Field Crew	\$ 1,880.00
Investigator™ Crew (pipeline <16")	\$ 6,000.00
LDS1000™ Crew (pipeline >16")	\$ 10,000.00
Classification	Per Occurance
CCTV Crew Mobilization	\$ 4,000.00
CCTV Site Survey	\$ 2,000.00
On-site Project Management & Final Report	\$ 2,000.00
Classification	Hourly Rate
Assessment or Repair Field Crew	\$ 250.00
Project Manager	\$ 145.00
GIS Technician I	\$ 75.00
GIS Technician II	\$ 90.00
GIS Analyst I	\$ 95.00
GIS Analyst II	\$ 115.00
GIS Developer	\$ 115.00
Engineering Technician I	\$ 100.00
Consulting Engineer	\$ 165.00
Classification	Per Unit
Leak Sounding	\$ 7.00
Single Hydrant Flow Test (Does not include paint or guard valve)	\$ 75.00
Back Flow Testing - 3/4"	\$ 88.00
Back Flow Testing - 1"	\$ 98.95
Back Flow Testing - 1.5"	\$ 108.95
Back Flow Testing - 2"	\$ 118.95
Back Flow Testing - 2.5"	\$ 128.95
Back Flow Testing - 3"	\$ 138.95
Back Flow Testing - 4"	\$ 148.95
Back Flow Testing - 6"	\$ 158.95

Pricing for Potential Piggyback Contracts

The per asset pricing submitted by Wachs Water Services for the City of Fort Lauderdale is based on the entire scope of services and the quantities given in Solicitation# 425-10973 Valve Assessment Program. If a utility would like to piggyback this contract we would be happy to honor those prices with the same scope and quantities of work. If the scope and quantities are different we can provide these services on the following tier based pricing.

- Up to 25% of quantities we would increase the pricing by affected line item and unit price 40%
- Up to 50% of quantities we would increase the pricing by affected line item and unit price 30%
- Up to 75% of quantities we would increase the pricing by affected line item and unit price 20%
- Any quantities above 75% would receive the same pricing as the Ft. Lauderdale Contract as specified.

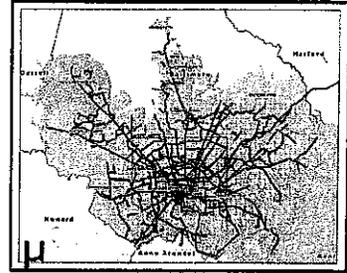
Tab 10: References

Valve Program References

Wachs Water Services has delivered valve assessment programs for some of the largest utilities in the U.S. including: Baltimore, MD, Atlanta, GA, Houston, TX, San Antonio, TX, Phoenix, AZ, Emerald Coast Utilities Authority, FL, Kansas City, KS (BPU) and many other communities. We have the manpower, equipment and know-how to apply our expertise to a valve assessment, mapping and data management program. Below is a short summary of some of our programs.

Baltimore, MD

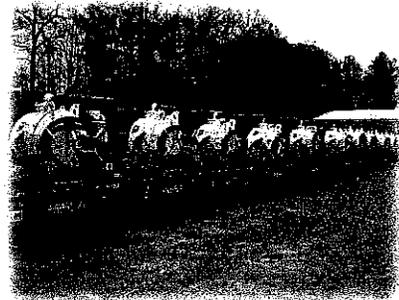
Client: City and County of Baltimore, Maryland, 2005 – Present
Contact: Augie Severn, General Superintendent, Bureau of Water & Wastewater (410) 396-0275
Address: 600 Abel Wolman, Municipal Building, Baltimore, MD 21202
Number of Assets: 21,000 fire hydrants, 65,000 valves
Valve Assessments Completed to Date: 67,000
Large Valve Assessments (20" and over) Completed to Date: 5,146
Hydrant Assessments Completed to Date: 20,000
GPS Positions Collected: 123,505



Wachs Water Services is currently working on a multi-year contract with the City of Baltimore. This program includes all valves from 4" to 108". In addition to assessment and repair activities Wachs plans and executes all pre-planned shutdowns for capital projects in the system, performs leak detection investigations, repairs large (up to 60") and small valves, repairs fire hydrants, provides troubleshooting support and continues to assist Baltimore in the development of their water distribution GIS capabilities. To date we have completed 47,000 valve assessments, 20,000 hydrant assessments and 20,000 hydrant isolation valve assessments and shot and post processed over 100,000 GPS positions for the City of Baltimore.

Atlanta, GA

Client: The City of Atlanta, 2009 - Present
Contact: Samir Haidari, Civil Engineer, (404) 330-6081
Address: 55 Trinity Ave., SW, Atlanta, GA 30303
Number of Assets: 48,000 valves, 24,000 fire hydrants
Valve Assessments Completed to Date: 58,872
Large Valve Assessments (20" and over) Completed to Date: 158
Hydrant Assessments Completed to Date: 23,383
GPS Positions Collected: 82,413



The City of Atlanta has an older water distribution system that consists of approximately 48,000 valves, 24,000 hydrants and 24,000 hydrant isolation valves. WUS-BPA, a joint venture between Wachs Water Services and BPA is in the process of locating, operating, assessing, documenting and GPS mapping all the valves and hydrants in the Atlanta system in a 3 year time period, and at the same time ramp up their own capability via equipment, manpower and field training to carry forward in-house ongoing maintenance upon program completion.

Valve Program References with Hansen Integration

Ft. Lauderdale, Florida

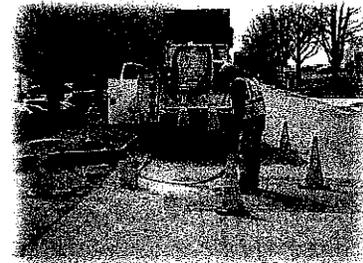
Client: The City of Ft. Lauderdale, 2007 – Present
Contact: Keith Hutchison Distribution and Collection Supervisor, (954) 828-7836
Address: 949 N.W. 38th Street, Fort Lauderdale, FL 33309
Number of Assets: 18,297 valves and 5,150 fire hydrants
Valve Assessments Completed to Date: 18,297
GPS Positions Collected: 18,297



Wachs Water Services is currently executing a comprehensive Valve and Fire Hydrant Evaluation, Improvement and Information Program in the City of Fort Lauderdale. In this program, Wachs assessed, evaluated, tested, GPS Mapped and documented both large and small valves. All collected field data for valves was successfully integrated into both GIS and their Hansen work order management system.

Henrico County, VA

Client: The County of Henrico Virginia, 2006 – Present
Contact: Jim Gibson, Water Distribution Engineer (804) 261-8712
Address: 10401 Woodman Road, Glen Allen, VA 23060
Number of Assets: 30,000 valves, 12,000 fire hydrants
Valve Assessments Completed to Date: 12,900
Hydrant Assessments Completed to Date: 5,100
GPS Positions Collected: 18,000



Wachs Water Services completed a three year comprehensive valve and fire hydrant assessment and repair program in Henrico County. In this program, Wachs assessed, evaluated, tested and documented both large and small valves. All of the information from this program was linked to Henrico County's GIS and to their Hansen work order management system. In addition to valve work, Wachs evaluated, tested, preserved and painted fire hydrants and linked the collected information into GIS and Hansen. Wachs recently was awarded and re-started work in Henrico County under a new valve and hydrant assessment contract.

Oxnard, CA

Client: The City of Oxnard, May 2009 – October 2009
Contact: Mike Muro, Water Distribution Manager, (805) 385-8153
Address: 251 S. Hayes, Oxnard, CA 93030
Valve Assessments Completed to Date: 1557
GPS Positions Collected: 1557

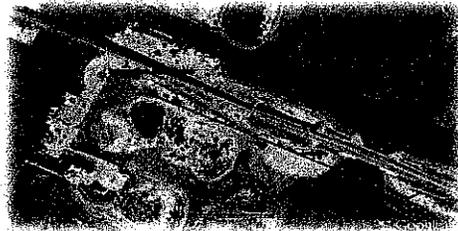


Wachs Water Services completed a comprehensive Valve and Hydrant Assessment Program for the City of Oxnard. In this program, WWS assessed, evaluated, tested, GPS Mapped and documented both hydrants and valves. Field collected data for hydrants and valves were successfully integrated into both GIS and their Hansen work order management system.

Pipeline Assessment References

Corpus Christi, TX

Client: City of Corpus Christi
Contact: Ryan Reynolds, Project Manager, (361) 826-1718
Address: 2726 Holly Road, Corpus Christi, TX 78415
Inspection Length: Over 5,000 feet



Wachs Water Services completed several inspections for the City of Corpus Christi. One inspection involved a 24" steel transmission main running under a shallow portion of a chipping channel to a resort island. There are currently no other water mains that can supply the island in the event of a rupture or service interruption. Due to the extensive cost to replace or repair the transmission main, Corpus Christi chose to hire Wachs Water Services perform condition assessment services to evaluate the condition of the pipeline to help make plans and justify their capital infrastructure plans. Wachs Water Services used the LDS1000 to perform this work and inspected over 5,000 feet of the transmission main with no disruption to service. The verifiable information was provided to the City of Corpus Christi and will help them prioritize pipeline repair and replacement activities.

Nueces County, TX

Client: Nueces County, TX
Contact: Mark Young, District Manager, 361-749-5201
Address: 315 S. 9th St., Port Aransas, TX 78373
Inspection Length: 2,038 Feet



Wachs Water Services completed a pipeline inspection project for Nueces County, TX on a 20" concrete lined steel pipe. The 20" line reduced to a 12" line and the county was preparing to undergo a project to upsize the 12" line to 20". Prior to beginning that project they wanted to assess the condition of the 20" line to see if it was in good shape or decide if they needed to reline the 20" pipe in conjunction with the upsizing project. Wachs Water Services was able to inspect 2,038 linear feet of pipe and provide the client with the verifiable information aid in their decision process for their upcoming project.

Executive Summary:

Has established a track record of success built around the concept of measuring processes, identifying weaknesses and acting expeditiously in the clients' interests. This approach to process improvement reduces production costs, contributes to schedule management, improves customer service and puts the professional services focus where it should be; on clients

Experience: Holds an active contractor's license passing tests in Connecticut, California, New Mexico, Tennessee, Arkansas, Arizona and in Virginia to facilitate Wachs Water Services execution of larger scale repair programs and minor repairs where State or political subdivisions require such licensure.

Education: MBA (summa cum laude) DeVry University Oak Brook, IL BA Business Management, Northwood University, Midland, MI Divers Training Academy, Linkport, FL, Commercial Deep Sea Water Repair.

Project List:

Managing Large Scale Field Operations

Wayne was directly responsible for PCI Energy Field operations as Vice-President of Operations between 1997 and 2000. Field work included a staff of approximately 400 employees performing construction, maintenance and repair projects worldwide. Wayne led a staff of 10 managers who were responsible for estimating, planning, staffing and performing a variety of field machining, specialty welding and engineered equipment and tooling projects on a global basis primarily for power generation and various process industries. He was directly responsible for 250 technicians, developing budgets, group budgets and capital expenditures.

Managing Complex Schedules

Wayne is an expert in time management, process improvement, productivity improvement, project management, leadership and management training. He is well acquainted through professional training and knowledge gained through experience with task management using the work breakdown structure and critical path approach to meeting milestones. He has experience working complex schedules that are driven by more than one critical path in more than one discipline.

Managing Large Scale Programs

Wayne was responsible for automated meter reading deployment across a twenty-six state region of the central and northeastern U.S. and Canada. This required coordination between several utility departments and companies, an array of sub-contractors and suppliers. This included technical services components such as software systems, installation, training and customization in addition to telecommunications and reporting functionality. Wayne was responsible for coordinating a wide variety of technical and field activities and producing detailed summaries, briefings and analysis.

Experience

An adjunct professor at Concordia University, Mequon WI and Columbia College, Gurnee, IL, teaching project management and strategic management and integration, Mr. Pratt is Vice-President of operations.

He is a skilled program manager with many years of practical experience managing large staffs, complex multi-task, multi-deliverable, multi-year programs each worth in excess of \$10MM. He is a known commodity in the business community successfully growing professional services companies in several sectors from energy to water resources; was featured on Alexander Haig's World Business Review (www.wbrtv.com – show #1041).

Training & Certification

Field Operations Classroom Trained

Database Operations Trained

Confined Space Entry Trained

First Aid / CPR Certification

Hydrant Flushing / Flow Trained

Leak Detection Trained – operator level

TM7 Trained

Wachs Water Services Certified Operator

Class A Contractors License, Virginia

General Contractors License, Florida

General Contractors License, Georgia

Engineering Contractors License, Arizona

Engineering Contractors License, California

Certified PMP Number 1750083



David F. Tweed
PROJECT MANAGER

Executive Summary:

David Tweed is a Project Manager for Wachs Water Services with over 25 years of professional experience in project management and quality control. Mr. Tweed has extensive experience in the execution of valve and hydrant maintenance programs on older, large water systems and has been supervised field personnel on numerous programs for Wachs Water Services including our programs in Fort Lauderdale, FL, Henrico County VA, and Knoxville, TN>

Education: Institute for Quality Control, December 1989, Mead Quality Control Training December 1988, Elgin Community College, June 1977, Waubensee Community College, December 1988, Dale Carnegie Training, March 1988, Project Management Training (PMP) – May 2010

Project List:

Victoria TX: valve assessment, hydrant assessment, hydrant painting (2007)
Austin TX: leak detection project (2007) field work & training
Baltimore MD: large valve assessment, leak detection & construction shutdowns (2007) field work & training
Clarksville TN: valve assessment program (2007) field work & training
Knoxville TN: valve assessment pilot (2007)
Raleigh- Durham NC: valve assessment program (2007)
Wilson NC: valve assessment program (2007)
Winston-Salem NC: valve assessment pilot (2007)
Macon GA: valve assessment pilot (2007)
Knoxville TN: valve assessment program (2008)
Washington DC: Hydrant repair program (2008) field work & training
Henrico Co. VA. : Valve assessment & hydrant assessment program (2008)
Knoxville TN: Buffet Mill transmission project (2008)
Henrico Water Reclamation Plant Henrico Co. VA: valve assessment & hydrant assessment project (2008)
Knoxville TN: University of Tennessee leak detection project (2008)
Ironton OH: valve assessment project (2008)
Knoxville TN: hydrant assessment & repair program (2008)
First Utility District Knox Co. TN: valve assessment pilot (2008)
Northshore Village TN: valve assessment, hydrant assessment & repair program (2008)
Henrico Co. VA: valve assessment & hydrant assessment program (2009)
Knoxville TN: valve assessment, hydrant assessment & repair program (2009)

Experience

Project Management and Supervisory Experience

Mr. Tweed has been a Program Manager for numerous valve and hydrant assessment programs and has supervised field crews for many different field crews. He has developed and implemented project plans, objectives and measures, and work flows for a variety of different assessment programs for Wachs Water Services. He supervises, counsel's and manages project personnel and ensures they are properly trained and that all personnel adhere to established company policies and procedures.

Valve and Hydrant Program Assessment Experience

Mr. Tweed has inspected, audited and exercised thousands of valves from 1" ball valves to large gate, butterfly and cone valves. He is an expert at valve operating equipment, valve operators, torque limits on specific valves and the operating characteristics of all valve types. Mr. Tweed has specific expertise in operating large and high torque valves.

Valve and Hydrant Repair Experience

Mr. Tweed has extensive experience in the repair of different types of valves. Has repaired cone valve operators, butterfly shear pins, butterfly operators, external geared gate valves, replaced packing, straightening misaligned roadway boxes, replacing frames and covers on vaults, raising paved over valves, troubleshooting valve repair activities and replacement of valves. He has also performed maintenance on many different manufacturers' hydrants from minor repairs to raises, major rebuilds and replacements.

Training & Certification

Wachs Certified Project Manager
10 Hour OSHA Training Certification
30 Hour OSHA Training Certification
Field Operations Classroom Trained
Wachs Certified Operator and Crew Chief
Truck Safety, Equipment and Inspection Training
Trimble Operation and Data Management Training
First Aid/CPR Certification
Confined Space Entry Trained
Flagger Certification



Scott Remmers
CREW CHIEF

Executive Summary:

Scott Remmers is a Crew Chief for Wachs Water Services with over five years of professional experience in the water industry. Mr. Remmers has extensive experience in the execution of valve and hydrant maintenance programs is currently a Crew Chief supervising field personnel on in Fort Lauderdale Florida for Wachs Water Services.

Project List:

Fort Lauderdale, FL – Valve and Hydrant Assessment and Rehabilitation Program
Coconut Creek, FL – Hydrant Assessment and UDF Program
Fort Belvoir, VA (high security job) – Valve and Hydrant Assessment Program

Experience:

Valve and Hydrant Assessment Experience

Mr. Remmers has inspected, audited and exercised over 10,000 of valves from 2" ball valves to 48 inch butterflies. He is an expert at valve operating equipment, valve operators, torque limits on specific valves and the operating characteristics of all valve types. Was a crew chief for several emergency water shut offs. Over seventeen years of traffic control experience. Mr. Remmers has specific expertise in operating large and high torque valves.

Additional Experience

Mr. Remmers also has twelve years of experience as a crew chief in professional land surveying. Mr. Remmers is an expert in GPS and mapping and has worked on several high security jobs in the Washington DC area that included areas such as the FBI Building and White House property.

Training & Certification

Field Operations Classroom Trained
Wachs Certified Operator and Crew Chief
Truck Safety, Equipment and Inspection Training
Trimble Operation and Data Management Training
First Aid/CPR Certification
Confined Space Entry Trained
Flagger Certification
Certified Tester – Backflow Prevention
Level 3 Water Distribution Operator, FL



Rafael Diaz
CREW CHIEF

Executive Summary:

Rafael Diaz is a certified Crew Chief for Wachs Water Services with over three years of professional experience in the water industry. Mr. Diaz resides in Pembroke Pines Florida and has extensive experience in the execution of valve and hydrant maintenance programs.

Project List:

Programs

Fort Lauderdale, FL – Valve and Hydrant Assessment and Repair Program
Manatee County, FL – Valve Assessment and Rehabilitation Program
Coconut Creek, FL – Valve Assessment Program
Hollywood, FL – Valve Assessment Program
Atlanta, GA – Valve and Hydrant Assessment and Repair Program
Houston, TX – Emergency Valve Turning Program

Experience:

Supervisory Experience

Mr. Diaz led many crews for various valve and hydrant assessment programs.

Valve and Hydrant Assessment and Repair Experience

Mr. Diaz has inspected, audited and exercised thousands of valves from 1" ball valves to large gate, butterfly and cone valves. He is an expert at valve operating equipment, valve operators, torque limits on specific valves and the operating characteristics of all valve types.

Valve and Hydrant Repair Experience

Mr. Diaz has performed repairs on many different types of valves and has also performed maintenance and repairs on many different manufacturers' hydrants.

Training & Certification

10 Hour OSHA Training Certification
Field Operations Classroom Trained
Wachs Certified Operator and Crew Chief
Truck Safety, Equipment and Inspection Training
Trimble Operation and Data Management Training
First Aid/CPR Certification
Confined Space Entry Trained
Flagger Certification



Ryan McKeon, PMP, GISP
VP OF TECHNOLOGY

Executive Summary:

Ryan McKeon is the Vice President of Technology for Wachs Water Services. Ryan has over eight years of practical experience with GIS and five years of specific experience in integrating field collected data into enterprise Municipal GIS and CMMS systems such as Hansen, Maximo, and Cartegraph. His unique understanding of water distribution systems and spatial data systems has allowed him to develop operations based GIS systems that manage core business functions such as valve assessments, emergency shutdowns, and strategic leak audits. Ryan is actively involved with ESRI's water/wastewater database design group and has presented at numerous conferences across the country promoting the need for the GIS professionals to build and maintain systems to support the largest group of any water distribution system: the mobile workforce.

Experience: Ryan has managed our Information Services group for the past five years and is responsible for the overall successful delivery of high quality data to all customers.

Education: BS, Geography and Environmental Planning, Towson University 2003

Project List:

Baltimore Maryland – Valve and Hydrant Assessment Program - Ryan has been the Information Manager on Baltimore's Valve and Hydrant Assessment program since its inception. This program includes valve and hydrant assessments, operational testing, repairs, leak detection and GPS mapping of 65,000 valves and 21,000 hydrants in the Baltimore system.

Houston Texas – Large Valve Assessment Program - Ryan was the Information Manager for our Large Valve Assessment Program in Houston, TX where we located, assessed, operated, documented and repaired all valves 16" and larger. Ryan was a key contributor to the data management of this project. Start up was seamless and our customer is excited about the value that has been created in their system.

Wilmington Delaware – Valve and Hydrant Assessment Program

Ryan was the Information Manager on the Wilmington project that located, assessed, tested and GPS mapped 12,000 assets. In addition to valve and hydrant assessments, Wachs performed repairs, leak detection and performed shutdowns as needed in support of Wilmington capital improvement projects.

Henrico County Virginia – Valve and Hydrant Assessment Program

Ryan was the Information Manager for the Henrico County program where Wachs provided assessment and repair services throughout the county. Ryan successfully managed the integration of Wachs collected field data and GPS information into Henrico County's Hansen CMMS.

Experience:

GIS Experience

Ryan has a proven track record of applying GIS technologies to increase operational effectiveness, validate data, and validate GPS positions in order to improve valve and hydrant data available to distribution operations and engineers in numerous municipal utilities. Ryan

created industry first evaluation and analysis techniques to tease out actionable information from asset evaluation data. Ryan has extensive training in key geographic information systems. Ryan continually networks with geography professors and is an active member of ESRI Database Development Team. He continually networks with systems professionals to keep up to date on new system developments and applications. Ryan participates and has delivered papers in ESRI's annual worldwide user's conference and has attended significant GIS training through ESRI, URISA as well as specific GPS training through Earth Vector.

Asset Management Experience

Ryan evaluates and assembles best practices for data and information management solutions from utilities across the country including; Fort Lauderdale, FL, Henrico County, VA, Charlotte, NC, Raleigh, NC, Atlanta, GA, Macon, GA, Melbourne, FL, Winston Salem, NC, Washington, DC, Houston, TX and others and applies them to new projects. Through broad exposure to a wide variety of water distribution system information management approaches, Ryan is adept at capturing and creating innovative approaches and applying them to projects across the country.

Systems Integration Experience and Process Development

Ryan has extensive experience in utilizing the Microsoft Office Suite to effectively compile, store, analyze, and distribute information. Ryan creates linkages of systems and system components to enhance productivity and effectiveness. Ryan is an expert at developing and maintaining data and information management processes and procedures. Adept at multi-tasking and maintaining the big picture while also ensuring that the details are executed professionally.

GPS Experience

Ryan has in-depth knowledge of GPS technologies utilized to collect and store utility asset data with the highest confidence. He is an expert in industry available GPS technologies and how these new technologies can be used to increase efficiencies and effectiveness. Ryan is an expert at validating GPS positions using GIS to ensure accuracy.

Water Distribution Systems Experience

Importantly, and in addition to driving the information management aspects of the Baltimore valve and hydrant exercising program, Ryan also has extensive field experience in evaluating shutdowns, troubleshooting system discrepancies, operating valves and fire hydrants and continually assists all field personnel with access to accurate, current system data.

Training & Certification

Managing a Versioned Geodatabase
ArcSDE Administration for SQL Server
Programming ArcObjects
GPS – Earth Vector Systems
Wachs Water Services Water Operations Training Program
GISP Certified GIS Professional
PMP Certified Project Management Professional



**Justin Vangelista
INFORMATION ANALYST**

Executive Summary:

Justin is an Information Analyst for Wachs Water Services. He has over 4 years of practical experience with GIS. Justin has experience in collecting spatial data and integrating it into a Municipal GIS. He has used his knowledge of GIS on a wide range of projects including the mapping of water, storm and sanitary utility features as well as working heavily with cadastral data. He also has experience working in the field on utility assets as a former municipal public works employee.

Experience: Justin has gained his GIS experience by working on a very diverse range of projects. He collected and maintained utility GIS data while working for a municipality. He also has experience maintaining, operating and repairing municipal utility assets.

Education: B.S. Geographic Information Systems, Northern Illinois University
Certificate in GIS, Northern Illinois University

Project List:

Wachs Water Services:

- Ft. Lauderdale, Florida – Valve Assessment Program**
- Corona, California – Valve Assessment Program**
- Pensacola, Florida – Valve Assessment Program**
- Kansas City, KS – Valve Assessment and Hydrant Maintenance and Repair Program**
- Columbus, GA – Valve Assessment Program**
- Longmeadow, MA – Valve Assessment Program**
- Knoxville, TN – Valve Assessment and Hydrant Maintenance Program**
- Gillette, WY – Valve Assessment Program**
- Skokie, IL – Valve Assessment Program**
- Gagetown, New Brunswick, Canada – Valve Assessment Program**

Experience

GIS Experience

Justin has a proven track record of applying GIS technologies to increase operational effectiveness, validate data, and validate GPS positions in order to improve valve and hydrant data available to distribution operations and engineers in numerous municipal utilities. Justin has extensive training in key geographic information systems. He continually networks with systems professionals to keep up to date on new system developments and applications.

Systems Integration Experience and Process Development

Justin has extensive experience in utilizing the Microsoft Office Suite to effectively compile, store, analyze, and distribute information. Justin creates linkages of systems and system components to enhance productivity and effectiveness. He is an expert at developing and maintaining data and information management processes and procedures. Justin is adept at multi-tasking and maintaining the big picture while also ensuring that the details are executed professionally.

GPS Experience

Justin has in-depth knowledge of GPS technologies utilized to collect and store utility asset data with the highest confidence. He is an expert in industry available GPS technologies and how these new technologies can be used to increase efficiencies and effectiveness. Justin is an expert at validating GPS positions using GIS to ensure accuracy.

Water Distribution Systems Experience

Importantly, and in addition to driving the information management aspects of numerous valve and hydrant programs, Justin also has field experience in troubleshooting system discrepancies, operating valves and fire hydrants and continually assists all field personnel with access to accurate, current system data.

Training & Certifications

GIS/GPS and Mapping Software: ArcGIS 9.x, Arcview 3.x, Spatial Analyst Extension, GeoStatistical Analyst, Maplex, Erdas Imagine, Adobe Illustrator, Adobe Photoshop, Adobe InDesign, Adobe Acrobat (with GeoPDF extension), Pathfinder Office, Trimble GeoXH and GeoXT units

Business Software: Microsoft Word, Access, Excel, PowerPoint