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

February 10, 2023

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

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

Dear Sir/Madam:

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

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

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

Sincerely,

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

Enclosure

AGREEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE 1 - WORK

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

ARTICLE 2 – OWNER'S REPRESENTATIVE

The Project is administered by:

Public Infrastructure
Pasco County Utilities Department

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

ARTICLE 3 - CONTRACT TIME

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

C310

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

3.2 In the event that a properly executed Work Order initiated within the initial term of the Agreement, or Addendum to such Work Order requires or expressly permits work to be performed by the Contractor after termination of this Agreement, such WORK ORDER or Addendum to such Work Order shall automatically extend the effective period of the Agreement to coincide with the completion date delineated in the Work Order or Addendum to such Work Order.

3.3 Each Work Order will be completed within the time stipulated in the Work Order Form.

3.4 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 ($100.00) for each calendar day after the date of completion listed in the Work Order. Default days will be counted in calendar days, excluding Sundays and legal holidays.

ARTICLE 4 - CONTRACT PRICE

4.1 The Owner shall pay the Contractor for completion of the Work in current funds and in accordance with the Contract Documents subject to the Not-to-Exceed amount of **$9,224,359.00,** provided the County will also be using this funding allocation to pay another contractor who will be providing similar services under a separate contract.

4.2 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - CONFLICTS

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

ARTICLE 6 - TERMINATION OF AGREEMENT

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

provided to the Contractor.

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

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

8.1 This Agreement.

8.2 Invitation to Bid.

8.3 Instructions to Bidders.

8.4 Conditions of Contract.

8.5 Proposal and Bid Forms.

8.6 Insurance Certificates.

8.7 Contract Forms.
8.8 Specifications.

8.9 Exhibits.

8.10 Addenda numbers 1 to 2 inclusive.

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

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

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

ARTICLE 9 - SUBCONTRACTORS

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

ARTICLE 10 – INDEMNIFICATION

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

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

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

10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.

10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby acknowledged.

10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article will be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful

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

ARTICLE 11 - MISCELLANEOUS

11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor will not be considered an agent of Owner nor will Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.

11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of service. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.

11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.

11.4.2 Nothing herein contained will serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.

11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

11.5 The Agreement will be governed by and construed under the laws of the State of Florida.

11.6 Venue for any action arising under this Agreement will lie in Pasco County, Florida at the West Pasco Judicial Center.

11.7 During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

11.8 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement must be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:
Pasco County Utilities
19420 Central Boulevard
Land O' Lakes, FL 34637

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

If to the Contractor:

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

Attention: William Castle, President

ARTICLE 12 – LAW COMPLIANCE

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

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

CONTRACTOR,

WITNESS:

Richard Verdiramo, Vice President

Date: January 5,2023

National Metering Services, Inc.

By: _____

William Castle, President

Name

(SEAL)

ATTEST:

COUNTY COMMISSIONERS ORGANIZED JUNE 2nd 1887 PASCO COUNTY FLORIDA

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

PASCO COUNTY, FLORIDA

By: _____

Jack Mariano, Chairman

APPROVED
IN SESSION
FEB 07 2023
PASCO COUNTY
BCC

Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF New Jersey }
} ss
COUNTY OF Hudson }

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

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

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

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

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

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

Signature of person taking acknowledgment

Maribel Muniz

Name typed, printed or stamped

Title or rank

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

Serial number (if any)