

CITY CLERK
CITY OF SUNRISE
2022 FEB 21 PM 12:58

**STANDARD CONTRACT NO. C-22-57-08-WL
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND BERMEX, INC.**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Bermex, Inc., an Ohio Corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 4500 Courthouse Blvd., Suite #150, Stow, Ohio 44224 and whose Federal Identification Number is 38-3326896, incorporates Bid No.22-57-08-WL and Contractor's response as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for Meter Reading Services as set forth in this Contract as attached hereto in Exhibit "A," and made a part of this Contract.

The City's representative during the performance of this Contract shall be Hayley Benedict, Utilities Finance Manager telephone number (954) 746-3233 or designee.

The Contractor's representative/liason during the performance of this Contract shall be T.C. Combs, Director of Operations, telephone number 859-200-9817.

2. Payments

The Contract

The Contractor's responsibility under this Contract is for Meter Reading Services as set forth in this Contract and as attached hereto as Exhibit "A," which is attached and made a part of this Contract. The Contractor will bill by the 10th day of each month for services rendered during the prior month at the rate of \$1.40 per read. Contractor's invoice shall identify how many meters were read during the prior month, all charge-backs to be deducted under Exhibit A, and any incentives to be paid under Section 1.21 of Exhibit A. The parties have agreed that certain breaches of the Contract will cause Contractor to pay City liquidated damages without any proof of the actual damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. The City shall assess liquidated damages in the form of charge-backs on a monthly basis in connection with this Contract and shall, and the end of each month, notify Contractor in writing of the liquidated damages assessed and the basis for each assessment. The parties hereby agree that the charge-backs set forth in Exhibit "A" constitute liquidated damages

Contractor Initials:

City Initials:



KM _____ Revised

(not a penalty). Contractor's invoice shall identify any charge-backs for the prior month which shall be deducted from the total amount due from City. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges, charge-backs, and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing on the date of award, or the date this contract is executed by both parties or March 1, 2023, whichever is earlier. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for three (3) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract. The Contractor will

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be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

6.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional

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Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

6.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

6.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

6.6 Waiver of Subrogation. Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:
City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park
Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 752-2278

Copy to:

City of Sunrise
Attn: Risk Manager Office
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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City Initials: JK

6.8 Commercial Umbrella/Excess Liability. Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Certificate of Insurance states the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

6.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Performance and Payment Bond Applicable Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause,

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such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 10. shall govern.

10. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be

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submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

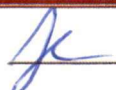
17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The

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City Initials: 

Contractor further represents that no person having any such interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed

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estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

23. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Senior Business Development Manager
Bermex, Inc.
4500 Courthouse Blvd. Suite #150
Stow, Ohio 44224

24. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in

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procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

25. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

27. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

28. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, 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 created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that

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it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

29. Order of Precedence

In the event the terms of this Contract conflict with the City's Bid, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's Bid, and Contractor's Response

30. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility


32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.


CITY OF SUNRISE


By: 
Print: John T. Curran
Title: Procurement Manager
Date: 02/21/2023

Approved as to form and legal sufficiency for the City


By: 
Kimberly A. Kisslan
City Attorney

BERMEX, INC.


David C. Mack II
Witness

By: 
Print Name: Kenny Murphy
Title: President
Date: 02/10/2023

Contractor Initials: KM

City Initials: 

Contractor's product utilizes Tyler Technologies standard table format to integrate seamlessly with our Utility Billing software (see table structure below)

| Radix-5 - Radix Meter System | | | | | | | |
|------------------------------|---------|--------------------------------|---------------------|--------|--------------------|--|--|
| Export | Fields | Description | Import | Fields | Description | Additional Notes | |
| Account Number | 1-20 | Account Number | Account Number | 1-20 | Account Number | Meter Reader Codes are set up in | |
| Service Code | 21-26 | Service Code | Service Code | 21-26 | Service Code | miscellaneous code file maintenance as a | |
| Service Seq | 27-29 | Service Seq - zero filled | Service Seq | 27-29 | Service Seq | code type of 'HHID' | |
| Route/Book/Group | 30-33 | Route/Book Group | Current Reading | 30-38 | Current Reading | | |
| Read Seq | 34-39 | Read Seq - zero filled | Read Date | 39-46 | Read Date MMDDYYYY | | |
| Customer Name | 40-69 | Customer Name | Meter Reader Code 1 | 47-50 | Left Justified | | |
| Meter Location | 70-106 | Meter Location | Meter Reader Code 2 | 51-54 | Left Justified | | |
| | 70-76 | Street Number - zero filled | | | | | |
| | 77-81 | Suffix | | | | | |
| | 82-106 | Street Name | | | | | |
| Comment | 107-145 | Comment | | | | | |
| Meter Type Code | 146-146 | Meter Type Code | | | | | |
| Meter Number | 147-161 | Other Meter else Meter Number | | | | | |
| High Reading | 162-170 | High Reading - zero filled | | | | | |
| Low Reading | 171-179 | Low Reading - zero filled | | | | | |
| Dials | 180-180 | Dials | | | | | |
| Previous Reading | 181-189 | Previous Reading - zero filled | | | | | |
| Service UDF #1 | 190-259 | Hazard | | | | | |
| Service UDF #2 | 260-329 | Meter Location | | | | | |
| Service UDF #3 | 330-400 | Specific Meter Location | | | | | |

Columns A to C are being sent to the handheld device (SPMR) currently being used by Contractor. Columns E to H are what is being brought back from the Handheld into the MUNIS System.

- (MUNIS->EXPORT FILE->IMPORT TO->SPMR àDATA IS COLLECTED-----SPMR ->EXPORT FILE->IMPORT TO->MUNIS)
- The SPMR system is programmed to take the data from the handheld and re-format the data into the MUNIS file format, which is in the excel document.
- Contractor's meter readers shall enter the exception codes and the read into the data.

The Current MUNIS/SPMR PROCESS - EXPORT FILE IS GENERATED BASED ON A SPECIFIC ROUTE OR MULTIPLE CYLES/ROUTES. Billing staff exports the cycle/routes via SPMR to Contractor. Contractor then selects the routes within a particular cycle to go into a specific handheld. These handhelds go with the meter reader to the physical address to obtain a reading. Once the Contractor's completed that/those route(s) they submit back to Bermex. Bermex then sends the entire file via FTP to Billing Staff to import into Munis. Once Billing staff reviews, a report is generated for any manual service orders that need to be sent to the field for read verification.

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- Contractor shall provide City staff with the ability to assess and place the data going into the approved handheld device and into Tyler Munis, to rectify mis-read or incorrect information.

Contractor shall provide and coordinate water and gas meter reading as provided for in this Contract, plus all related operations with those services as detailed herein. Contractor shall provide standard requirements in the meter reading process which shall include but are not limited to the following:

- Read all water, gas and irrigation meters monthly (approximately 72,000), within time frames and accuracy guidelines set by the City.
- Re-read all meters for which accurate initial readings have not been obtained. Re-reads, generated by the system or as deemed necessary by City, will be completed by Contractor the next day by 12:30 p.m. at no additional cost to the City.
- Report, via electronic hand-held meter reading devices, any problems or hazards encountered in the field while reading meters, including but not limited to problems with meter boxes and covers.
- Immediately communicate to Billing staff any unsafe or hazardous situation encountered while reading meters, including but not limited to cracked sidewalks and broken meter boxes and lids, etc.
- Maintain water meter boxes to ensure safe and complete access is available to all the meters.
- Provide pleasant and professional customer service to the public; resolve customers' questions, concerns or problems as they relate to meter readers, meters or meter reading.
- Work and communicate with designated Billing staff, daily.
- Maintain records of meter sequence reports, meter reading exception listings, time stamp details, and other management reports, such as daily read schedule, employee listings (past and present) and complaints, pertinent to the oversight and direction of a meter reading operation.
- Maintain a back-up copy of all software and data files related to this Contract at an off-site location for security and prompt retrieval when necessary for the longer of the State of Florida's record retention guidelines or the preceding twenty-four month period, whichever is longer.

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Charge-backs for services provided in the field

| | |
|--|----------|
| Failure to properly replace each meter box cover each | \$ 10.00 |
| Broken meter glass | \$ 50.00 |
| Unapproved reading outside of normal business hours, per day | \$100.00 |
| Failure to obtain reading after two (2) consecutive months of no reading, per occurrence | \$ 50.00 |
| Failure to "Dig Out" meter box to depth of 2" below dial, each | \$ 10.00 |
| Break Curb-stop | \$100.00 |
| Break Service Line or Customer Line | \$100.00 |

The parties agree to these charge-backs for services provided in the field.

1.2 No meter reading shall be done between 7:00 p.m. and 7:00 a.m., regardless of Daylight Savings Time. Reading on Saturday, Sunday and City Holidays shall be prohibited unless prior written approval is granted by the Utility Finance Manager. Unless otherwise notified, City Holidays will include:

| | |
|-------------------------------|--------------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | 3rd Monday in January |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4th Thursday in November |
| Friday After Thanksgiving | 4th Friday in November |
| Christmas Day | December 25 |

1.3 The Contractor shall be responsible for submitting to the Billing staff on a daily basis, full reports with meter codes, and any incidents, including but not limited to, broken lids, meter boxes, or glass, that may be connected with the meter reading performance and the distribution of potable water or natural gas, as well as any unsafe conditions observed in the field. The format for reporting shall be on the handhelds and approved by the City. Contractor recognizes that appropriate use of predetermined meter reader entered codes is critical to City's utility billing operation, and that this is a required part of the meter reading function. Contractor further recognizes that inaccurate meter reader entered codes that result in estimated customer utility bills or unnecessary field visits by City Personnel will be field verified and Contractor shall pay a \$10.00 charge-back per entered code.

1.4 The Contractor shall be responsible for the routine cleaning of the meters and the meter boxes and ensuring that accessibility to meters is not hampered by grass, sand, or

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debris of any kind. Contractor shall provide training and proper equipment to their employees providing services to the City of Sunrise. Contractor shall make every effort for meter box covers to be properly seated and meter caps to be closed when reading for each location has been completed. Every effort shall be made to not scratch the meter glass when reading the meter or maintaining the meter box. Scratching of meter glass is prohibited, and the cost to correct/replace damaged meter glass will be charged back to Contractor at the rate of \$50.00 per incident. Prior to changing or replacing meters or glass, a staff field visit/verification takes place prior to the \$50.00 charge-back being assessed to Contractor. Reasonable measures shall be taken by the Contractor to ensure that these conditions are not caused by Contractor or Contractor's personnel. All mechanical repairs to the meter and meter boxes will be the responsibility of the City and Contractor's employees will not attempt repairs of any kind.

1.5 The Contractor shall report on the same day, via codes entered into hand-held Contractor's devices, all defective meter boxes, lids and meters to the City to ensure that the required repairs are scheduled. Contractor shall immediately notify the City of any hazardous or irregular situations observed on the City's water or gas system, including, but not limited to, suspected meter tampering, equipment or facility malfunctions, or actual or potential safety problems. Reporting format shall be approved by the City.

1.6 The Contractor must read all available hydrant meters. Instructions as to the location of the meter is provided as part of the meter location description. Every attempt to include contacting the customers via telephone must be made. Unread hydrant meters will result in a \$10.00 charge-back to Contractor for each hydrant meter. Contractor should contact account holder at least 24 hours in advance for meter location. Alternately meter can be brought to City Hall to provide a reading.

Contractor must make every effort to gain access to lock gates by knocking on resident's door or contacting the customer via telephone prior to the visit. Re-checker must physically attempt to gain access or contact the customer to provide access to the property. Contractor can and should contact the customer a day in advance to gain access or request a key from customer to access the meter.

1.7 Bermex, Inc. will be providing meter reading services (gas and water) utilizing the contracted Smart Phone Meter Reading System (SPMR) developed by Datamatic, Inc. dba SmartPhone Meter Reading, LLC. as specified in the bid response offered for Bid No. 22-57-08-WL. The Contractor purchased SPMR system offered is inclusive of all required hardware and software, complete with Smartphone GPS technology mapping, photo read verification, and real time data transfer and will be utilized for the performance of this Contract. The system offered is compatible with the Tyler Munis system software, Version 2021.6 or higher, utilized for Utility Billing Services. The Contractor supplied hand-held devices have been tested to ensure compatibility with the City's Tyler Munis Utility Billing System and include Manage Alert software allowing for pictures of negative reads to be

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taken on site.

The delivery of data to and from the approved SPMR handheld meter reading system is configured with the understanding the City requires delivery and receipt of the data via secure FTP via the internet. The City will receive and deliver data to their FTP server and will be able to upload and download the data from Tyler Munis Version 2021.6 or higher (current billing system) without having to have a dedicated PC and a person using file transfer to transfer data to and from Tyler Munis.

Staff access to the data system must include a minimum of at least five (5) City of Sunrise Staff members. The City should not have to pay for additional licenses to access the data and/or dashboard.


1.8 Schedule: There shall be a meter reading schedule provided by the City consisting of approximately 18 read days per month depending on reading days available due to weather, holidays or acts of nature. Contractor shall comply with this schedule in order to maintain the City's billing cycle. Failure by Contractor to complete all scheduled meter reads and required re-reads within the scheduled number of days will result in a charge-back to the Contractor, at the City's discretion, in the amount of \$100.00 for each additional day required to complete the work. Although the City intends for meter reading to begin on the first business day of each month, the City may, at its sole discretion, direct the Contractor to begin reading at an earlier or later date. Partially completed handhelds must be completed on the next business day. Any partials that go out a third day will result in a \$50.00 charge-back to Contractor per incident.

Contractor is expected to complete and return all service orders created from the prior day's meter reading by 12:30 pm the next business day. Failure to do so may result, at the City's discretion, in a charge-back to Contractor of \$25.00 charge for each incident and deducted from the Contractor's monthly invoice.

1.9 Reports generated from the meter reading system will be held by Contractor for immediate verification of readings for a twelve month period which must be made available and accessible by the City upon request. Any reports generated by a Contractor's meter reading system must be made available at City's request.

1.10 Training: Contractor must furnish trained personnel necessary to complete the work, and Contractor is solely responsible for insuring that its employees have the necessary skill, knowledge, training, supplies, and experience to perform meter reading accurately and safely so as not to injure or endanger the City, its employees, or any third party. Contractor will perform ongoing training as needed or required. Prior to initiation of work under this Contract, the Contractor must affirm individuals are fully trained in reading all types of meters (gas and water) including but not limited to the types of meters listed on the first page of this Exhibit under Water Meter Types. Contractor shall notify the City, in

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\$25.00 per route, per month and will be deducted in the following month's invoice until the route has been properly re-sequenced.

- 1.18** Upon delivery of the day's meter reading, the Contractor is responsible for unloading and loading the hand-held meter reading devices. Routes completed must be delivered to the City daily by a specified time. Those routes not completed on the scheduled day will be reissued the following business day by the Contractor.
- 1.19** The reading schedule may be adjusted at the City's discretion with a minimum notice to the Contractor of ten (10) working days. Reading schedules must be adhered to at all times unless otherwise approved by the City.
- 1.20** Health and Safety. The Contractor shall be solely liable for the health, safety and well-being of all its personnel used to accomplish the required work under this contract.
- 1.21** The City wishes to provide incentives to the Contractor for assistance in resolving metering conditions which result in unmetered consumption to consumers. Specifically, the City will pay \$25.00 to the Contractor for each inoperative meter identified by the Contractor, which a) has not been previously identified as inoperative by the City or Contractor, b) is not inoperative due to abuse or damage, and c) is subsequently verified by the City to actually be inoperative. The City will pay \$50.00 to the Contractor for each meter connection reported by the Contractor to the City, which the City has not identified, billed or gained meter readings for within the previous six (6) months. The City will also pay \$50.00 to the Contractor for each "straight pipe," "jumper," or other illegal water or gas utility connection reported by the Contractor to the City which has not been facilitated by the Contractor, which the City has not already identified and which is subsequently verified by the City to actually be in use.

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**SUNRISE MONTHLY READ
SCHEDULE AUG 2022**

| DATE | Mon Aug 01 | Tues Aug 02 | Wed Aug 03 | Thurs Aug 04 | Fri Aug 05 |
|------|------------|-------------|------------|--------------|------------|
| DAY | 1 | 2 | 3 | 4 | 5 |
| 1 | 1-01/ 1-16 | 1-15 | 1-31/ 1-32 | 1-48 | 1-71/77 |
| 2 | 1-02/ 1-11 | 1-18 | 1-34 | 1-49/61 | 1-72/73/74 |
| 3 | 1-03/ 1-08 | 1-20 | 1-35/ 1-44 | 1-50 | 1-75/76/79 |
| 4 | 1-04/ 1-05 | 1-19/ 1-26 | 1-36/ 1-37 | 1-51/56 | 1-78/93 |
| 5 | 1-06/ 1-13 | 1-21/ 1-28 | 1-38/ 1-46 | 1-52 | 1-88 |
| 6 | 1-07/ 1-17 | 1-22/ 1-25 | 1-39/ 1-42 | 1-53/54/55 | 1-89 |
| 7 | 1-09/ 1-14 | 1-23/ 1-24 | 1-40/ 1-45 | 1-57/ 70 | 1-91/92 |
| 8 | 1-10 | 1-27/ 1-29 | 1-41 | 1-60 | 1-94/95 |
| 9 | 1-12 | 1-30/ 1-33 | 1-43/ 1-47 | 1-63/64 | 1-96/97 |
| 10 | | | | | |
| 11 | | | | | |

| DATE | Mon Aug 08 | Tues Aug 09 | Wed Aug 10 | Thurs Aug 11 | Fri Aug 12 |
|------|----------------|-------------|----------------|--------------|-------------|
| DAY | 6 | 7 | | 9 | 10 |
| 1 | 2-15/24 | 2-9/10 | 2-84/91 | 3-36/40 | *3-39/58 |
| 2 | *2-16 | 2-11/17 | 2-87/93/94 | *3-37 | *3-59 |
| 3 | 2-18 | 2-12/81 | 2-85 | *3-38 | 3-60 |
| 4 | 2-21 | 2-13/14 | 2-95 | 3-45/46 | 3-61* |
| 5 | 3-41/42 | 2-19/20 | 3-28/29 | 3-44/47 | 4-70 |
| 6 | 3-63 | 2-22/25 | 3-30/33 | 3-48/49 | 4-71 |
| 7 | 3-62 | 2-23 | 3-31/50 | 3-51/52 | 4-72* |
| 8 | 2-27 | 2-60/61 | 3-32/43 | 3-53/54 | 4-73 |
| 9 | 2-3/5 | 2-82/83* | 3-34/35 | 3-55/56/57 | 4-74* |
| 10 | 2-4/6/8 | | | | |

| DATE | Mon Aug 15 | Tues Aug 16 | Wed Aug 17 | Thurs Aug 18 | Fri Aug 19 |
|------|------------|-------------|------------|--------------|---------------|
| DAY | 11 | 12 | 13 | 14 | 15 |
| 1 | 4-75* | 7-07 | 8-02* | 8-12* | 9-87 |
| 2 | 4-76 | 7-08* | 8-03* | 8-14* | 9-89 |
| 3 | 6-01 | 7-09 | 8-05* | 8-15/16* | 9-96 |
| 4 | 6-02/04 | 7-10 | 8-06* | 8-17* | 9-97 |
| 5 | 7-02 | 5-60/64 | 8-07* | 9-27 | 9-50 |
| 6 | 7-03 | 5-61/62/63 | 8-08* | 9-28/29 | 9-24/26 |
| 7 | 7-04 | 5-65/66 | 8-09* | 9-23 | 9-55 |
| 8 | 7-05 | 5-67/68 | 8-10/11* | 9-79 | 9-25 |
| 9 | 7-06 | 8-01*8-04 | | 9-85 | 9-32/33/42/83 |
| 10 | | | | | 471 |
| 11 | | | | | |

| DATE | Mon Aug 22 | Tues Aug 23 | Wed Aug 24 | Thurs Aug 25 |
|------|------------------|---------------|------------|--------------|
| DAY | 16 | 17 | 18 | 19 |
| 1 | 9-46/51/52/53/54 | 9-66 | 9-36/44/86 | SERVICE |
| 2 | 9-9/82 | 9-67 | 9-34/47 | ORDERS |
| 3 | 9-4/80/95 | 9-8/14/98 | 9-48/81 | |
| 4 | 9-60/90/94 | 9-15/16/17/75 | 9-56 | |
| 5 | 9-7/20/21 | 9-84 | 9-57/58 | |
| 6 | 9-01/12 | *9-61 | 428 | |
| 7 | 9-6/30/31/70/71 | *9-13/41 | 295 | |
| 8 | 9-5/19 | 9-35/37/39 | 368 | |
| 9 | 9-65/68/91 | 9-38/43/49 | 619 | |
| 10 | | | 589 | |
| 11 | | | | |