

**1. Requested Motion:**

**Meeting Date:** December 6, 2010

Accept the ranking of the firms from the Selection Advisory Committee for Water Utility Systems Operations and Maintenance RFP-10-08-PWU and direct the Selection Advisory Committee to begin negotiations with the highest ranked vendor.

**Why the action is necessary:**

PWSI approval required.

**What the action accomplishes:**

This action moves the Water Utility Systems Operations and Maintenance contract into the negotiations phase.

**2. Agenda:**

- Consent
- Administrative

**3. Requirement/Purpose:**

- Resolution
- Ordinance
- Other – Contract Negotiations

**4. Submitter of Information:**

- Council
- Town Staff - PW
- Town Attorney

**5. Background:**

The Public Works Services, Inc. contract for operations and maintenance of the water utility system has expired and has been renewed on a month-to-month basis, since October 1, 2010. Staff prepared and advertised an RFP in July, 2010 with opening in September, 2010 to place a new operations and maintenance contract for the utility. The scope of the proposal is the same as in the past to include O & M, meter reading and water utility billing services. Twelve vendors expressed interest in proposing with 3 proposals received. The Selection Advisory Committee is comprised of the Finance Director, Public Works Director, Deputy Public Works Director, Cultural Resources Director, and Town Clerk. The Committee unanimously selected and ranked Woodard & Curran as the top vendor, US Water Services Corp. number 2 and Severn Trent Services as number 3. Attached is (A) the memo generated from the Selection Advisory Committee, (B) RFP Instructions and Proposal Specifications, and (C) Service Provider Agreement. The proposals are available for review. The PWSI for FY2011 is \$425,000.00 for the Operations and Maintenance Management of the water utility. If Council authorizes the Committee to negotiate a contract, Staff will bring forward the results of the negotiations for Council review.

**6. Alternative Action:**

Reject all proposals.

**7. Management Recommendations:**

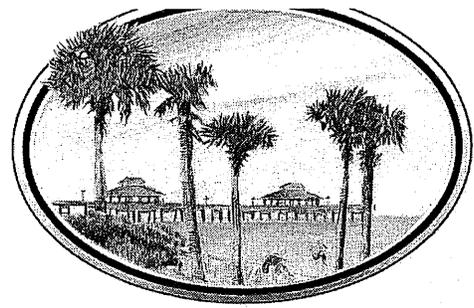
Recommend moving forward with negotiations

**8. Recommended Approval:**

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

**9. Council Action:**

- Approved
- Denied
- Deferred
- Other



# MEMO

DATE: November 2, 2010  
TO: Cathie Lewis, Public Works Director  
FROM: Scott A. Baker, Deputy Public Works Director *SAB*  
SUBJECT: RFP-10-08-PWU – O & M Water Utility

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Proposal of Interest for RFP-10-08-PWU – O & M Water Utility was opened on September 30, 2010 with three firms responding to the Request for Proposals to provide water utility system operations for the Town of Fort Myers Beach Public Works Services, Inc. The Selection Committee consisted of Cathie Lewis, Public Works Director, Scott Baker, Asst. Public Works Director, Michelle Mayher, Town Clerk, Theresa Schober, Cultural Resources Director and Ken Miller, Building Safety Services Coordinator met on October 20, 2010 to rank the firms that responded.

The firms were ranked using five criteria with each criteria weighted on 25 points.

- Experience with similar projects completed to date
- Team Experience/Personnel
- Responsiveness
- Capacity / Depth / Fit
- Price

The below table depicts the result of the committee members votes, tallied to indicate each firm's total score.

Criteria/Respondent	Severn Trent Services	Woodard & Curran	U.S. Water Services Corp.
Experience with similar projects completed to date	17	22	19.5
Team Experience/Personnel	15	24	20
Responsiveness	17	18	22
Capacity/Depth/Fit	14	24	20
Price	22	20	13
TOTAL	85	108	94.5

Page 2

The final ranking is shown in the below table with the top ranked firm identified as 1.

<b>RANKING</b>	<b>FIRM NAME</b>
1	Woodard & Curran
2	U.S. Water Services Corp.
3	Severn Trent Services

The Town Council will be requested to authorize staff to begin contract negotiations with the top ranked firm.

The Selection Committee adjourned at 12:04 PM

pc: file

**WATER UTILITY SYSTEM OPERATIONS FOR TOWN OF FORT MYERS BEACH PUBLIC WORKS SERVICES INC. #RFP-10-08-PWU**

Notice is hereby given that the Town of Fort Myers Beach Public Works Services Inc., hereinafter known as PWSI, invites proposal submissions for Water Utility System Operations for the Town of Fort Myers Beach Public Works Services Inc. #RFP-10-08-PWU. Sealed proposals must be received in Town Hall, 2523 Estero Blvd, Fort Myers Beach, FL, no later than **2:00 PM September 30, 2010** local time. Any proposal received by PWSI later than the above time will be returned unopened.

Project scope includes but is not limited to water utility meter reading, billing and collection, monitoring services and operations and maintenance of the system.

This project requires the Respondent(s) selected to be qualified to do business in the State of Florida at the time of submittal and during the entire course of services rendered. The Local Vendor/Contractor preference will not apply to this procurement.

PWSI will require the Public Payment and Performance Bond on this project.

Interested parties must obtain the package of project documents for Water Utility System Operations for Town of Fort Myers Beach Public Works Services Inc., #RFP-10-08-PWU. The package must be obtained from Town Hall, located at: TOWN OF FORT MYERS BEACH, 2523 Estero Blvd, Fort Myers Beach, Florida 33931, (239) 765-0202, Extension 116. A non-refundable fee of \$6.00 will be required for each package provided from Town Hall. All requests for packages from Town Hall must be accompanied by cash, check or money order in the full amount and shall be made payable to: TOWN OF FORT MYERS BEACH PUBLIC WORKS SERVICES INC. There will be an additional charge to cover expenses if packaging and mailing is required.

Respondents are solely responsible for checking the Town of Fort Myers Beach web site for the issuance of any addenda prior to submitting a proposal, and for providing PWSI with a current email address and facsimile number for this purpose. If the package is not obtained directly from the Town of Fort Myers Beach Public Works Services Inc., or is modified in any manner, the Proposal will not be accepted for consideration by PWSI.

**A. PROPOSAL SUBMITTAL:**

Submit one (1) original and four (4) identical copies of the complete proposal, and an electronic copy of the same as a PDF on CD/DVD. Proposals must be submitted by mail or in person to Town of Fort Myers Beach Public Works Services Inc., Town Hall, on the second floor, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, not later than **2:00 PM September 30, 2010**.

All Proposals shall be in a sealed envelope clearly marked – “**Water Utility System Operations for Town of Fort Myers Beach Public Works Services Inc. #RFP10-08-PWU**” with the due date and time noted. For proper identification, the Respondent’s complete name and address shall also appear on the exterior of the proposal package.

Proposals submitted after the specified time and date will not be considered and will be returned unopened to Respondent. Proposals received by telephone, telegraph, facsimile and/or e-mail will not be accepted. Proposals will be opened at **2:10 PM September 30, 2010** at Town Hall.

PWSI’s short-list and final selection meeting dates will be posted at Town Hall and/or listed on the Town website at [www.fortmyersbeachfl.gov](http://www.fortmyersbeachfl.gov) or contact the Town (239) 765-0202 ext. 116.

It is the Respondent's responsibility to insure the proposal is mailed or delivered by the due date.

## PROPOSAL SPECIFICATIONS

### 1. INTRODUCTION

The Town of Fort Myers Beach Public Works Services Inc. (PWSI) is requesting proposals from firms interested in providing water utility meter reading, billing and collection, monitoring services and operations and maintenance of the system. The Town of Fort Myers Beach Public Works Services Inc. water storage, transmission, and distribution system (the System) includes:

1. Approximately thirty (30) miles of distribution piping
2. Two (2) storage tanks
3. Approximately 3,200 residential and commercial meters
4. Marina Booster Station
5. North Pumping Station
6. South Pumping Station
7. Approximately 250 fire hydrants and 160 fire line meters
8. Miscellaneous system valves
9. Distribution and transmission piping
10. Spare parts, tools, and equipment for the operation and maintenance of the System
11. Billing software and service support is provided through AVR (Ad Valorem Records) Utility Billing basic software package
12. Emergency services

PWSI's water is purchased from Lee County and is pre-chlorinated to approximately 3.0 ppm total free chlorine residual. Monthly bills are issued to approximately 3,200 customers.

### 2. SCOPE OF SERVICES

The key elements of the services to be provided include industry best practices related to water utility management including operations and maintenance of the system, water utility meter reading services, bill preparation and bill collection services typical of residential and commercial water users, and monitoring services. Specific services to be provided include, but are not limited to the following:

- a. Maintain an independent office within the corporate limits of the Town of Fort Myers Beach that shall be open during regular business hours at a minimum of eight (8) hours per day, Monday through Friday;
- b. Perform all monthly meter reading, billing and financial accounting activities;
- c. Provision of invoice and remittance collection services;
- d. Prepare and submit monthly utility financial transactions;
- e. Resolve issues with customers concerning: billing, high water consumption, field repairs, low pressure, odors, or other water quality complaints;
- f. Perform service connects and disconnects; and repair or replace water meters, boxes, and box covers as necessary;
- g. Perform or facilitate the proper repair of all breaks and leaks within the system;
- h. Perform and document distribution system chlorine residuals and master meter reads five (5) days per week;
- i. Properly collect and process all regulatory sampling; create, submit, and maintain all regulatory sampling, and monitoring reports as required by EPA, the Florida DEP, and Lee County Health administrative statutes;
- j. Develop and mail an annual Consumer Confidence Report (CCR) to all water system consumers;
- k. Develop and implement a fire hydrant flushing program in accordance with Florida DEP and Lee County Health Department requirements.
- l. Perform routine maintenance of fire hydrants, storage system high service pumps, on-line Chlorine Residual analyzers, and pump emergency generator systems;
- m. Schedule large meter annual calibrations, testing, and documentation records;
- n. Document all maintenance activities through a formal work order system;

- o. Develop, implement, and document a valve maintenance program that includes, but is not limited to valve exercising, and the maintenance of the valve data within the Town's GIS mapping and maintenance system;
- p. Provide and maintain all "as-built" information within the system for any and all additions, deletions and changes which will also include GIS updates for meters, hydrants, and any other physical equipment within the system;
- q. Develop and implement a cross-connection control program for all system backflow devices;
- r. Order water utility parts and maintain a parts inventory for PWSI;
- s. Prepare requests for utility work bids;
- t. Review construction plans for new connections consistent with operational standards; coordinate with Town and/or County staff when developing impact and connection fees associated with new construction;
- u. Coordinate water system work activities with subcontractors;
- v. Perform water system locates;
- w. Review and issue invoices for utility damage or work performed on systems;
- x. Witness hot taps and pressure tests on distribution lines;
- y. Work with Lee County and State of Florida Agencies on impact fees, water quality issues, fire hydrant management, and routine sampling requirements; and
- z. Maintain at all times and keep up to date an Emergency Operations Plan for the water utility system and required training consistent with the National Incident Management System.

Respondents must be prepared to provide on-call response 24 hours per day, 365 days per year. Respondents must also be able to respond to an after hours service call-out within thirty (30 minutes) of being contacted. Successful Respondent shall work closely with the Town and PWSI and be available prior to, during, and after emergency situations. The water utility system operator is an integral component in the Town's Emergency Operations Structure and will be relied upon to provide assistance with damage assessment and repairs associated with an emergency event.

### 3. FORM OF PROPOSAL

Proposal Format: Each proposal shall be of typewritten form on 8 ½" x 11" white paper inside a three ring or other type binder. Font size shall be no less than 12 point type and printed on one side only. Margins shall be no less than ¾" around the perimeter of each page. The number of pages, including required attachments, shall be kept to a minimum, with each page numbered. Submit one (1) original proposal and four (4) identical copies of the accompanying information with an electronic copy of the same as a PDF on CD/DVD. The electronic file submitted shall be a PDF copy of the original paper proposal. No other electronic files shall be included as part of the proposal. Each proposal must include the sections and attachments in the sequence listed in this Form of Proposal Section. Failure to meet the above conditions may result in disqualification of the proposal.

Respondent's proposal shall include the following items in the following sequence, titled and tabbed:

**A. EXECUTIVE SUMMARY:** Summary of the Respondents proposal; brief description of the organization's mission, experience overall and any specific relevant experience in Lee County and or other Florida Counties. Please limit summaries to two pages.

**B. NARRATIVE:** Detailed statement of the work to be accomplished; how the Respondent proposes to accomplish and perform the listed services; explanations regarding any unique issues perceived by the Respondent and their proposed solutions. Please provide a clear and concise description of the program using the format below.

**The narrative portion of the application is limited to ten double spaced pages (minimum 12-point**

**font) and should closely follow the points as numbered below.**

In evaluating the proposals, PWSI will consider the extent to which the organization has the resources and experience necessary to implement the proposed activities in a timely manner as demonstrated by past performance. The Narrative should address the following areas:

1. Summarize the history and purpose of the organization's presence in the county identified, to include the total number of years with service contracts with each State, County, Federal or private institution.
2. Spotlight past experience and performance on projects similar to the proposed project undertaken by the Respondent.
3. Provide the professional qualifications, in the form of a resume or narrative, for the person identified as the Project Manager.
4. Provide an organizational chart and an experience summary for key staff the Respondent plans to use on this project. Highlight proposed staff and project support personnel backgrounds and include any relevant professional qualifications, certifications, and the length of time each person has worked in the Respondent's capacity. (Individual resumes are not necessarily required).
5. Provide a start-up plan that describes how the Respondent will initiate operations during the first thirty (30) days of signing a contract.
6. Provide an Operational Plan that describes how the Respondent will provide on-going services after the first thirty (30) day period.
7. Describe other resources; service capabilities; and any specialized equipment that the respondent might have available to support the project.
8. Provide three (3) references for which the Respondent has performed projects of similar size and scope to those required by PWSI. Size is qualified by number of miles of distribution piping, storage tanks, residential and commercial meters, fire hydrants and fire line meters. Scope is defined as the management and execution of water utility system operations, maintenance, monitoring, meter reading, and bill collection services. Please include contact names, job title and current phone number for each reference.
9. Respondent shall warrant and certify that any person designated to provide services hereunder has the requisite training, license and/or certification to provide said services under DEP Florida Administrative Code statutes for water distribution system operations, maintenance, and management. Copies of certifications shall be required to be provided by the successful Respondent upon execution of the Agreement.
10. A completed copy of the RESPONDENT QUALIFICATION GENERAL QUESTIONNAIRE, including the associated signature page, shall be completed and attached. The signature page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. The completed questionnaire is excluded from the Narrative page count restrictions.
11. Respondent shall provide in a separate sealed envelope one original document of the Respondent's financial statement for the preceding fiscal year, as certified by its chief financial officer. Clearly identify the envelope as "Financial Statement" and include Respondent's name, address, and the RFP name and number. This document shall be returned unopened to unsuccessful Respondents. PWSI reserves the right to open the financial statement for top ranked proposals.

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Town of Fort Myers Beach Public Works Services Inc., 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a Florida not for profit corporation (hereafter "PWSI"), and \_\_\_\_\_, with an address of \_\_\_\_\_ (hereafter "Provider"), for the Provider to render the following services to PWSI – water utility meter reading, billing and collection, monitoring services and operations and maintenance of the system as further described in Exhibit "A".

1. Scope of Services. Provider shall perform the services and work as set forth in "Scope of Services" which is attached hereto as Exhibit "A" and made a part of this Agreement. Provider warrants and represents that it is qualified, willing and able to provide and perform all such services in accordance with the terms of this Agreement. The parties shall have the ability to change the Scope of Services by mutual written agreement, except that PWSI shall have the unilateral right to delete services hereunder for any reason without compensation to Provider other than for services already performed.
2. Term. The term of this Agreement is set forth on Exhibit A.
3. Payment Obligation. PWSI shall pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in Exhibit "B," which is attached hereto and made a part of this Agreement. The Provider's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to PWSI's payment obligation, the PWSI shall pay the undisputed amount, if any, within thirty (30) days.
4. Provider's Obligations. The Provider's obligations shall include, but are not limited to, the following:
  - a) Licensure. The Provider shall maintain all licenses and/or certifications required by any governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
  - b) Provision of Services. The Provider shall perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider shall designate one (1) person as the point of contact for PWSI regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and shall make all deductions required of employers by state, federal and local laws.
  - c) Non-Waiver. Neither review, approval, nor acceptance by PWSI of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider, shall in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
  - d) Indemnity and Hold Harmless. The Provider shall be liable and agrees to be liable for, and shall indemnify, defend and hold PWSI and the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees (including but not limited to appellate

attorney fees) arising out of the Provider's errors, omissions, willful action(s) and/or negligence. The Provider shall not be liable to, nor be required to indemnify PWSI or the Town for any portions of damages arising out of any error, omission, and/or negligence of PWSI, the Town of Fort Myers Beach, its employees, agents, or representatives.

- e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without PWSI's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.
  - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to PWSI hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
  - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. PWSI shall provide written notice to the Provider that it is authorized to commence work. The Provider thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and/or complete any of the services and work required hereunder in a timely and diligent manner, PWSI may consider such failure as justifiable cause to terminate this Agreement, in addition to any other remedies PWSI may have.
6. Insurance. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "A". Each Certificate of Insurance shall include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach and the Town of Fort Myers Beach Public Works Services Inc. as additional insured and as certificate holder, except as to Professional Liability Insurance and for Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider shall instruct the issuing company to mail thirty (30) days written notice to PWSI prior to such cancellation.
7. Inclusion of Additional Documents. Any request for bids and/or request for proposal and all exhibits, addendum, or other attachments thereto as issued by PWSI are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit A, Scope of Services; Exhibit B, Payment Obligation; and Exhibit C, Vendor Proposal in response to Public Works Services Inc. Request for Proposals #RFP-10-08-PWU.
8. Criminal Background Investigations. The Provider shall be required to obtain and maintain criminal background investigations of all persons that will be employed, contracted or assigned by the Provider to provide services under the provisions of this Agreement.
9. Termination of Agreement. Either party may terminate this Agreement without cause upon thirty (30) calendar days' prior written notice to the other, in which case PWSI shall compensate the Provider for all services performed prior to the effective date of termination and reimbursable

expenses then due. In addition, PWSI shall have the ability to terminate this Agreement at any time for cause.

10. Assignment, Transfer and Subcontracts. The Provider shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider shall have the right, subject to PWSI's prior written approval, to employ other persons and/or firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
11. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of two (2) years from the date of termination of this Agreement, or for such period as required by law. PWSI and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as PWSI deems necessary during this Agreement and the next succeeding two (2) years.
12. References to PWSI. All references to "PWSI", "the Town" or "the Town of Fort Myers Beach" shall be deemed to include its employees, agents, and/or authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement shall only be valid when made in writing and signed by both parties. In the event of any conflict between the requirements, provisions, and/or terms of this Agreement and any subsequent written modification hereto, the most recently executed document shall take precedence.
14. Miscellaneous Provisions.
  - a) Applicable Law. This Agreement shall be governed by the laws, rules and regulations of the State of Florida. The venue for any litigation arising out of this agreement shall be in Lee County, Florida.
  - b) Attorneys Fees: The prevailing party in any litigation arising out of the agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.
  - c) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
  - d) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
  - e) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.
  - f) Notices. All notices hereunder shall be in writing and shall be sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

Request for Proposals – #RFP-10-08-PWU  
Water Utility System Operations for  
Town of Fort Myers Beach Public Works Services Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH  
PUBLIC WORKS SERVICES INC.

ATTEST:

BY: \_\_\_\_\_  
Terrance Stewart, GENERAL MANAGER

BY: \_\_\_\_\_  
Michelle Mayher, CORPORATE CLERK

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
CORPORATE ATTORNEY

Printed Name: \_\_\_\_\_

PROVIDER: Insert provider name here

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed name of person signing

\_\_\_\_\_  
Printed name of witness

\_\_\_\_\_  
Title (printed)

## EXHIBIT A – SCOPE OF SERVICES

TO THE SERVICE PROVIDER CONTRACT DATED THIS [REDACTED] DAY OF [REDACTED], 2010  
BETWEEN PWSI AND [REDACTED] PROVIDER.

### 1. SCOPE OF SERVICES:

The Provider shall perform the following services under this Agreement: (Detailed descriptions provided with execution of the same.)

- Water Distribution System
- Repair and Maintenance
- Facility Operations and Monitoring
- Water Meter Services
- Meter Reading, Custom billing, and Collection
- Customer Service
- Performance Reporting
- Regulatory Sampling and Reporting
- Emergency Services Planning and Training

PWSI shall:

- Designate a representative to oversee work performed by the Provider under this Agreement
- Provide access to the System and provide use of existing System equipment necessary for the operations and maintenance for the Provider, its agents and employees
- Purchase and maintain, at its sole expense, property and structure liability insurance and flood and fire insurance policies, including extended coverage, plus coverage for vandalism and malicious mischief for the full and insurable value of the System, and insurance for bodily injury or death to PWSI's employees, agents or invitees
- Provide necessary licensing for GIS software utilized by PWSI and the Town of Fort Myers Beach
- Give prompt written notice to the Provider whenever PWSI observes or otherwise becomes aware of any development that affects the scope or timing of the Providers services or any failure of the Provider to perform in accordance with the terms and conditions of this Agreement
- Use best efforts to compensate the Provider in a timely was as provided in Exhibit B, Payment Obligation

2. TERM: This Agreement shall commence on [REDACTED], 2010 and continue for a period of three (3) years, subject to PWSI's ability to terminate the Agreement as set forth elsewhere.

3. INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;

- b) Employer's Liability Insurance with a minimum limit per accident in accordance with statutory requirements;
  - c) Commercial General Liability Insurance including contractual liability insurance with minimum limits of \$3,000,000 per occurrence and \$3,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$3,000,000 for Property Damage Liability, or a minimum combined single limit of \$3,000,000.
  - d) Comprehensive automobile liability Insurance with minimum limits of \$3,000,000 per person and \$3,000,000 per accident for Bodily Injury Liability and a minimum limit of \$3,000,000 for Property Damage Liability, or a minimum combined single limit of \$3,000,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.
  - e) Business Interruption Insurance;
  - f) Umbrella/Excess Liability in the amount of \$10,000,000 for each occurrence and aggregate.
4. PERFORMANCE BOND: The Provider shall submit to PWSI, simultaneously with execution of this Agreement a Performance Bond in the amount of one million (\$1,000,000.00) U.S. dollars. The bond shall be issued by a surety company considered satisfactory by PWSI and otherwise authorized to transact business in the State of Florida. Such bond shall be properly executed by the surety company.

This bond is for the purpose of insuring the faithful performance of the obligations imposed by this contract. PWSI may, at the commencement of year two of this Agreement, reduce the amount of the Performance Bond, but all other requirements of the bond shall remain in full effect. The Provider shall be required to keep the Bond, as reduced above, in effect for the remaining term of the Agreement.

**EXHIBIT B – PAYMENT OBLIGATION**

TO THE SERVICE PROVIDER CONTRACT DATED THIS     <sup>th</sup> DAY OF      Month, 2010 BETWEEN  
PWSI AND Insert provider name here, PROVIDER.

PAYMENT OBLIGATION

1. Payment terms are as follows:

Insert payment terms

2. Provider shall receive reimbursement for out-of-pocket expenses from PWSI as follows:

Insert reimbursable out-of-pocket expenses here

**EXHIBIT C – VENDOR PROPOSAL**

**[Insert Vendor Proposal]**