

RESOLUTION NO. 22-123

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH TAYLOR METER TECHNOLOGIES, INC. FOR LARGE METER TESTING AND REPAIR FOR THE UTILITIES DEPARTMENT ON A PER UNIT BASIS.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Taylor Made Industries Inc. dba Taylor Meter Technologies, relating to large meter testing and repair for the Utilities Department, on a per unit basis, in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 14th day of April, 2022.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

LARGE METER TESTING AGREEMENT

THIS LARGE METER TESTING AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and Taylor Meter Technologies (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide Large Meter Testing and Repair Services, as more particularly described in the Scope of Work, which is attached as Exhibit A and incorporated herein.

Services will be provided as requested by the City by the issuance of a Work Authorization. Within twenty-four (24) of issuance of any Work Authorization, Contractor shall acknowledge receipt and provide a timeline for completion of the requested services.

2. COMPENSATION

As compensation for the repairs and services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the not to exceed unit prices submitted on the Bid Proposal Form for **PCB22-50 ITB Large Meter Testing and Repair Services**, which is attached as Exhibit B and incorporated herein.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each applicable calendar month in which services are provided, except February where it shall be the 28th. The Contractor shall submit an itemized invoice by service type to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each applicable calendar month.

3. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of one (1) year. This agreement may be extended for two (2) additional one (1) year periods, upon the written agreement of the parties.

TERMINATION OF CONTRACT

- A. City Termination for Cause. The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make

payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, (9) arrest or conviction of felony or fraud, or (10) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient.

- B. **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits, idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

4. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

5. INSURANCE AND INDEMNIFICATION: Bidder shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "C".

A. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements. In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, Risk Manager, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

B. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.

C. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

6. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

7. TIME

Time is of the essence in this Agreement.

8. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

9. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within twenty-four (24) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

10. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

11. ASSIGNMENT

This Agreement is not assignable.

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

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

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

Drew Whitman, City Manager
17007 Panama City Beach Pkwy., PCB, FL 32413
Phone: _____

B. As to Contractor:

Contract Representative: Cory Taylor
Title/Position: President
Email address: coryt901@gmail.com
Mailing address: 4879 West St
Forest Park, GA 30297
Phone/Cell: (901)462-6129

16. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

By: _____

(Print Name): _____

(Title): _____

Witness 1 _____

(Print Name): _____

Witness 2 _____

(Print Name): _____

**THE CITY OF PANAMA CITY BEACH,
FLORIDA**, a municipal corporation

By:  _____
Drew Whitman, City Manager

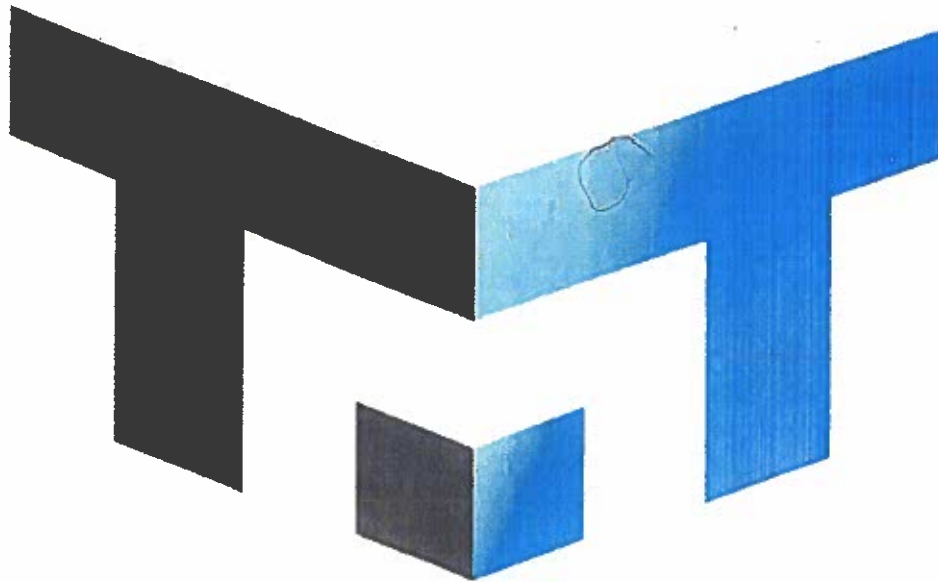
ATTEST:

 _____
Lynne Fasone, City Clerk

EXHIBIT A
Scope of Work

EXHIBIT B
Bid Proposal Form
PCB22-50 ITB Large Meter Testing and Repair Services

**TAYLOR MADE INDUSTRIES INC
DBA**



TAYLOR METER TECHNOLOGIES
(901) 462-6129

CITY OF PANAMA CITY BEACH

REQUEST FOR PROPOSALS
LARGE METER TESTING PCB22-50

Taylor Meter Technologies 520 S. Parkway E, Memphis, TN 38106 (901) 462- 6129



TAYLOR METER TECHNOLOGIES
(901) 462-6129

Taylor Made Industries Inc DBA

Taylor Meter Technologies

PHYSICAL ADDRESS: 520 S. Parkway E, Memphis, TN 38106

MAILING ADDRESS: 4879 WEST ST FOREST PARK, GA 30297

P: (901) 462-6129

E: coryt901@gmail.com

Point of Contact: Cory Taylor

Binding Authority Personnel: Cory Taylor

The City of Panama City Beach, FL

I, Cory Taylor, President and Operator of Taylor Meter Technologies would like to thank the **City of Panama City Beach** for considering Taylor Meter Technologies as a provider for meter testing throughout the city. We are extremely grateful for the potential opportunity to collaborate. Taylor Meter Technologies takes pride in offering the best quality of service, integrity, and efficiency to our customers. We pride ourselves in being a company that goes beyond the expectations of our clients and setting new standards within our field of expertise.

Mission Statement

Taylor Meter Technologies is passionate about delivering a quality Water Meter Testing Program based purely on integrity and expertise. We have started at the smallest components of the water meter to understand our customer needs and expectations. We are confident that our extensive experience, highly trained personnel, and cutting edge technology positions the company to meet and exceed any program objective.

In today's tough economic times reducing capital cost and increasing revenue is a difficult task. Taylor Meter Technologies offers each client the highest quality of service and the best value in the Municipal Utility Industry. We offer extensive experience and knowledge in consulting, system integration, and program management to utilities organizations as they look to maximize efficiency and cut operational cost. Taylor Meter Technologies has the real-world experience, in-depth insight and practical experience needed to confidently perform Water Meter Change outs and repair throughout the **City of Panama City Beach**.

Taylor Meter Technologies 520 S. Parkway E, Memphis, TN 38106 (901) 462- 6129

Taylor Meter Technologies is a Licensed Utility Contractor in California(CA1022535), Georgia(UC302572) and Tennessee(TN69905). We've provided meter testing, meter replacement and repair programs for : California, Georgia, Tennessee, New York, Florida, South Carolina, and Texas. We pride ourselves in being a Minority Owned and Operated Meter Service Company with vast working experience on numerous meter service programs throughout the US. Taylor Meter Technologies has provided services for locating, installation of meters, water main tapping, leak detection, and metering services to utility companies across the country for many years.

We are constantly training our staff and searching for new technology in the industry to improve our quality of service and industry knowledge to offer the very best services in water utility operation. During our **8 years of service** in the water industry Taylor Meter Technologies has developed efficient practices that have resulted in a detailed operating procedure and information management processes. Taylor Meter Technologies always provides a dynamic team of experienced individuals to deliver services.

Sincerely,


Cory E Taylor, President, BBA
Taylor Made Industries INC
Coryt901@gmail.com

The above signed has the authority to submit this proposal on behalf of

Taylor Made Industries Inc DBA Taylor Meter Technologies

in response to the Request for Proposals, dated February, , 2022

Taylor Meter Technologies 520 S. Parkway E, Memphis, TN 38106 (901) 462- 6129

Organizational Chart

Cory Taylor, Owner and Project Manager will have overall responsibility for the safe, efficient, accurate and timely completion of the Meter Program for The City of Panama City Beach. He has extended certifications, training and Bachelors in Business Administration from The University of Memphis Fogelman College of Business and Finance. He has experience in working with many water utilities programs and expertise in plumbing, field operations and data management processes. He has linkages with utility companies and employers that bring a wealth of knowledge and training expertise to the Program. He is a good-standing member in the American Water Works Association National and Kentucky/Tennessee Regional chapter. He is a Badger certified meter technician, First Aid/ CPR and OSHA Certified.

Dailaizae Roberts, Operations Manager and Safety Coordinator will have overall responsibility of daily administration to ensure proper management of contracts. She has years of experience as a supervisor specializing in customer service and administration. She is experienced in contract management and oversight. She assures timely scheduling and completion of project deadlines.. She assigns scheduling, ensures that proper equipment is logged and dispensed appropriately, maintains personnel work order/service scheduling, maintains quarterly reports, monitors and ensures correct invoicing and procedures. She is First Aid/ CPR and OSHA Certified.

Victavious Taylor, Lead Technician

Lead meter technician of crew three, he will be responsible for the safe operation and clean practices of testing each meter. He has over 5 years experience in testing and repairing Large Water Meters for Public and Private Utility Districts.

Taylor Meter Technologies 520 S. Parkway E, Memphis, TN 38106 (901) 462- 6129

Project Implementation

Taylor Meter Technologies will mobilize up to 2 working crews with two trained meter service technicians and a lead within **The City of Panama City Beach** for the duration of the meter program. We will map the requested meters provided via work orders throughout The City and schedule with customers maximizing efficiency and minimizing disruptions of services. The meters are given quadrants by location as well as priority, ensuring that testing can be provided continuously without interruption and expeditiously. This guarantees that Taylor Meter Technologies as well as the department's time will be spent wisely and maximize performance.

Repair Parts

Taylor Meter Technologies has a plentiful supply of Hersey, Neptune, Sensus, etc. parts available for onsite repairs. Once the manufacturer of meters is assessed, Taylor Meter Technologies will warehouse the parts for immediate repair.

Equipment

Taylor Meter Technologies will provide the equipment needed to successfully complete the meter program and ensure that the water distribution system is not adversely affected by doing so. The items listed below are the equipment(s) that we will use throughout the length of the contract.

- GPS / Data recorder
- Mobile Laptops
- Safety Cones
- Reflective Vest
- Safety Strobe Lights
- Digital Camera
- Crane Trucks/Crew Trucks
- Diffuser
- Portable Large Meter Testers
- Safety Fire Hoses
- Temporary High-Pressure Bypass

Taylor Meter Technologies 520 S. Parkway E, Memphis, TN 38106 (901) 462- 6129



Taylor Made Industries Inc.
DBA Taylor Meter Technologies
Reference Page

Fulton County, GA

Grady Cochran
Director, Water System Maintenance
Fulton County Water Resources
11575 Maxwell Road
Alpharetta, GA 30009
Grady.Cochran@fultoncountyga.gov
404-583-8976
JUNE 20- CURRENT
LARGE METER TESTING, DISSASSEMBLY, REPAIR AND
REPLACEMENTS.

Frederick, Maryland

Chris Keplinger
Meter Maintenance Supervisor
Department of Water & Wastewater Maintenance
301-600-2187
ckeplinger@frederickcountymd.gov
APRIL 2017-2021
LARGE METER TESTING, REPAIR ,DISSASSEMBLY, REPLACEMENT

Orange County, Orlando Florida

Sean Hendrix
Utilities Supervisor
Orange County Utilities, Field Services
Water Division
8100 Presidents Drive, Orlando, FL 32809
407-836-6841
NOV 2017-2021
LARGE METER TESTING, REPAIR ,DISSASSEMBLY, REPLACEMENT

Harris County, TX (Houston)

Yasmin Elmi
Regal Supply Services of Texas
p: 832-280-8282
SMALL/ LARGE METER TESTING, REPAIR, REPLACEMENT



Equal Business Opportunity (EBO) Plan

Taylor Meter Technologies is committed to non-discrimination in public contracting. It is the policy of Taylor Meter Technologies to provide full and equal business opportunities for all persons: Minority Business Enterprise (MBE) and Female Business Enterprises (FBE). Taylor Meter Technologies shall take all necessary and reasonable steps to ensure that MBEs and FBEs have a maximum opportunity to compete for and participate in the performance of any portion of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The goals for participation by MBEs and FBEs are established by Taylor Meter Technologies. It shall exercise all necessary and reasonable steps to ensure that participation meets or exceeds the contract goals. The goals may be attained by subcontracting to, procuring materials from, and renting equipment from MBEs and FBEs.



TAYLOR METER TECHNOLOGIES
(901) 462-6129

Taylor Meter Technologies Large Meter Testing and Repair Work Plan

1. The City should provide Taylor Meter Technologies with a list of meters to be serviced. A digital format (pdf, xlsx, word) is ideal, allowing each technician proper time to prepare for each individual jobsite. The list should include service name, address, meter size, manufacture, and test port information.
2. Arrange scheduling of work, Taylor Meter Technologies will route the customers allowing maximum performance and time management.
3. Two highly trained, two-man field crews will perform all field services under the direct supervision of Cory Taylor. The teams will arrive in equipped and stocked vehicles ready to perform the job at hand. The vehicle will be identifiable by the company logo, and the technicians will be dressed in company uniform attire with Identification badges.
4. **TESTING.** Once arriving at the site, each meter will be flushed to ensure contaminants will not affect the results of the Large Meter flow Testing. The number of tests will meet or exceed those of American Water Works Association standards to ensure that each component of the meter is functioning properly.
5. **REPAIR.** If a meter fails to meet American Water Works Association standards, it is completely disassembled, cleaned and all worn components are replaced with factory replacements. The meter is reassembled, retested and calibrated to American Water Works Association standards.
6. **REPORT.** Taylor Meter Technologies will submit a detailed test report with the invoice detailing meter information, test results, parts replaced, etc. Upon completion of the project, Taylor Meter Technologies always provides a written summary of all the meters serviced.
7. All meters repaired are warranted to be free from defects in materials and workmanship for a period of one year from the date that it was last serviced. Damages incurred from vandalism, water quality, or severe service conditions are not covered under the warranty.

PCB22-50 ITB LARGE METER TESTING

BID PROPOSAL FORM

TO: City of Panama City Beach, Florida SUBMITTED: April 1st, 2022.

PCB21-30 ITB LARGE METER TESTING

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions pertaining to the product requirements. The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Panama City Beach for the unit prices listed, to furnish all labor and material to perform Large Meter Testing and Repair, in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Base Bid:

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Bid Amount</u>
Testing Only				
3" Compound/Fire Service/Turbine Meters	EA	25	195. ⁰⁰	4,875. ⁰⁰
4" Compound/Fire Service/Turbine Meters	EA	30	195. ⁰⁰	5,850. ⁰⁰
6" Compound/Fire Service/Turbine Meters	EA	30	195. ⁰⁰	5,850. ⁰⁰
8" Compound/Fire Service/Turbine Meters	EA	5	195. ⁰⁰	975. ⁰⁰
10" Compound/Fire Service/Turbine Meters	EA	2	195. ⁰⁰	390. ⁰⁰
Test, Repair, Re-test and Calibrate				
3" Compound/Fire Service/Turbine Meters	EA	5	350. ⁰⁰	1,750. ⁰⁰
4" Compound/Fire Service/Turbine Meters	EA	6	350. ⁰⁰	2,100. ⁰⁰
6" Compound/Fire Service/Turbine Meters	EA	6	350. ⁰⁰	2,100. ⁰⁰

PCB22-50 ITB LARGE METER TESTING

8" Compound/Fire Service/Turbine Meters	EA	1	350. ⁰⁰	350. ⁰⁰
10" Compound/Fire Service/Turbine Meters	EA	1	350. ⁰⁰	350. ⁰⁰
Meter Parts Mark-up				
Meter Repair Parts	EA	1	\$ <u>Cost</u> +	Mark-Up <u>15</u> %

Additional materials not identified will be at verifiable contractor cost plus mark-up Percentage.

Estimated quantities mentioned in the bid specification are for bid proposal purposes only. Actual quantity may be higher or lower.

NOTE:

1. BIDS shall exclude Florida sales tax. Sales Tax Exemption Certificate can be provided upon request.
2. BIDS shall be on the basis of a per unit along with a cost-plus percentage mark-up for other materials necessary to complete the job but not listed in the specifications, as noted above, and shall be the compensation paid by City for the specified services.
3. City will award to one contractor based on unit price, qualifications and/or original equipment manufacturer affiliations.

BIDDER:

Taylor Made Industries Inc dba Taylor Meter Technologies
 Name of Business Name of Bidder
4879 West St Forest Park, GA 30297 (901) 462-6129
 Address Phone Number
Cony1901@gmail.com (u) 4/1/2022
 Email Address tmiiinc901@gmail.com Date

[END OF BID PROPOSAL FORM]

PCB22-50 ITB LARGE METER TESTING
BIDDERS QUALIFICATION FORM

CITY OF PANAMA CITY BEACH, FLORIDA
PCB22-50 LARGE METER TESTING

Bidder's (BUSINESS) Name: Taylor Made Industries Inc., dba Taylor Meter Technologies	Bidder's Mailing Address: 4879 West St Forest Park, GA 30297
Bidder's Contact Numbers Phone: (901) 462-6129 Fax: (/) N/A	
LIST PUMP MANUFACTURER CERTIFICATION AS FACTORY AUTHORIZED REPAIR CENTER (Wilo, Flygt, etc.) (2) 3" Badger PLMT (2) 4" Sensun W-1250	
Physical Address of Prime Bidder's Office Location Providing Service: Same as mailing address	

1. EXPERIENCE AND REFERENCES

Bidder shall complete the following to demonstrate meeting the minimum qualification requirements. The Bidder (Firm/Company) shall demonstrate a minimum of THREE (3) IMMEDIATE PAST YEARS of ~~PUMP REPAIR WORK~~ ^{Meter} similar in scope and size for submersible pumps.

- 1) _____
_____ Attached Separately, _____

PCB22-50 ITB LARGE METER TESTING

2) _____

3) Attached Separately

Documentation shall include: 1) Owner of Meters #; 2) Description of Contract; 3) Number of Meters Tested; 4) Nature of Repair Work; 5) Email Address; and 6) Telephone Number

Testing/Repair Work:	Owner or Company Name / Contact Person	Email address*	Telephone
Number of Meters: Extent of Repairs:	Owner/Company Name: Contact Person		
Number of Meters: Extent of Repairs:	Owner/Company Name: Contact Person		
Number of Meters: Extent of Repairs:	Owner/Company Name: Contact Person		

[END OF BIDDER QUALIFICATION FORM]

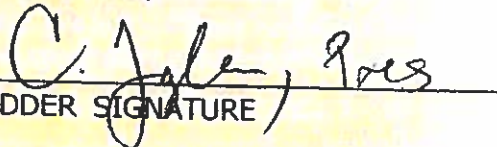
PCB22-50 ITB LARGE METER TESTING

DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the City for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.


BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PCB22-50 ITB LARGE METER TESTING

PUBLIC ENTITY CRIMES FORM
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED
WITH THE BID

1. This sworn statement is submitted to City of Panama City Beach
by Cory Taylor, President
For Taylor Made Industries Inc, dba Taylor Meter Technologies

Whose business address is

4879 West
Forest Park, GA 30297

and (if applicable) its Federal Employer Identification Number (FEIN) is

83-3003379

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): N/A

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

PCB22-50 ITB LARGE METER TESTING

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a), Florida Statutes, means:

- (a.) A predecessor or successor of a person convicted of a public entity crime, or
- (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that

PCB22-50 ITB LARGE METER TESTING

it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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 Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

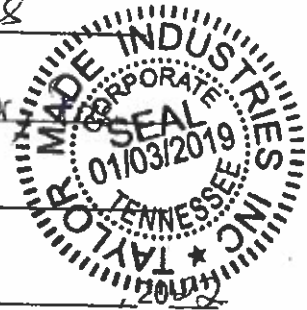
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PCB22-50 ITB LARGE METER TESTING

By: C. John, Pres

Print name: Cory Taylor

Its: _____



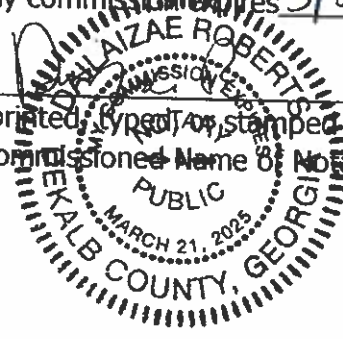
Sworn to and subscribed before me this 1st day of April

Personally known _____ OR Produced identification State ID
113498030 TV

Notary Public- State of Georgia

My commission expires 3/21/25

[Signature]
[printed, typed or stamped
Commissioned Name of Notary Public]



[END OF PUBLIC ENTITY CRIMES]

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 15th day of April, 2022, by Cory Taylor (name of person whose signature is being notarized) as the Pres (title) of Taylor Made Industries Inc. (name of corporation/entity), personally known _____, or produced State ID 113498030TN (type of identification) as identification, and who did/did not take an oath.

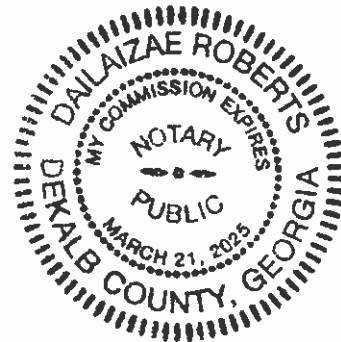
Dalila R.

Notary Public

Dalila Roberts

Printed Name

My Commission Expires: 3-21-25
NOTARY SEAL ABOVE



[END OF E-VERIFY FORM]

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CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

] To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

[]] The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards and committees.

LITIGATION STATEMENT

Check One:

] The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

[]] The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Taylor Made Industries Inc. dba Taylor Meter Technologies

SIGNATURE: C. Taylor

NAME: Cory Taylor

TITLE: President

DATE: Apr. 1st 2022

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

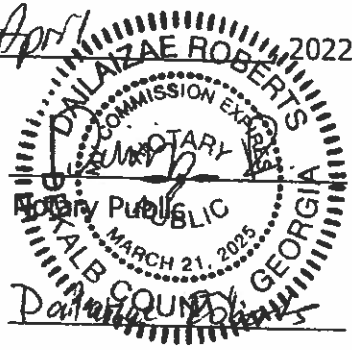
**NON-COLLUSION
AFFIDAVIT**

Georgia
~~STATE OF FLORIDA~~
COUNTY OF DeKalb

Cory Taylor being, first duly sworn, deposes and says that he is of Taylor Made Industries Inc., the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

[Signature]
Affiant

Sworn to and subscribed before me this 1st day of April, 2022.





Received
C. Jan

CITY OF PANAMA CITY BEACH

March 22, 2022

ADDENDUM NO. 1

PCB22-50 ITB LARGE METER TESTING

REVISION

The following items are to be deleted from the bid:

1. Page 3 – Additional Reference Document
 - Delete - "Appendix A"

2. Page 10, Subsection "F"
 - Delete - "The documentation required is shown in Appendix A".
 - Add – "Contractor to submit test form for approval to City prior to start of testing"



Received.
C. J.

CITY OF PANAMA CITY BEACH

March 24, 2022

ADDENDUM NO. 2

PCB22-50 ITB LARGE METER TESTING

Questions

1. Would the City consider a more detailed breakdown of the meter types per size? If so, will the new price sheet be released in the Addendum?
A. Bid form to remain unchanged
2. Do the meters have test ports and/or bypasses?
A. The majority have test ports and roughly half the meters have bypasses
3. What is the procedure for inoperable valves?
A. City to assist with inoperable valves
4. Are the meters located inside the home/business or outside in boxes/vaults/pits?
A. Meters to test are outside in vaults or aboveground at property line
5. What is the depth of the meters that will need to be tested?
A. Depth not surveyed, but meters in vaults are typically 3' deep
6. Will the Contractor be able to access all the meters required for testing?
A. Yes
7. On the Bidder's Qualifications Form, it states to list pump manufacturer certifications. These certifications do not apply to meter testing. Please clarify if these need to be updated with the meter testing information.
A. Yes
8. Also on the Bidder's Qualifications Form, it states to reference pump repair work for submersible pumps in the last 3 years. These requirements do not apply to meter testing as it states otherwise on page 10. Please clarify if these needs to be updated with the meter testing information.
A. Yes
9. On the Bidders Qualification Form - Experience and Reference Requires a minimum of 3 years of Pump Repair Work. Does this need to be Large Meter Testing and Repair Work?
A. Yes

EXHIBIT C
INSURANCE REQUIREMENTS