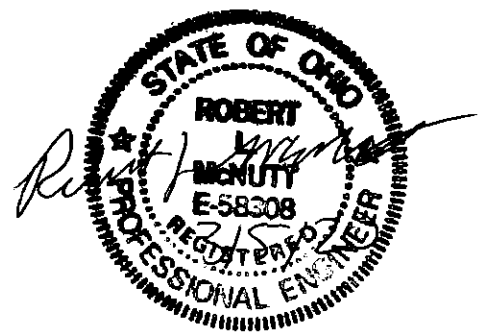


**BID SET**

**Meter Reading System Replacement**  
**Village of Brewster**  
**March 2020**



200101

## **VILLAGE OF BREWSTER OFFICIALS**

### **ADMINISTRATION**

Charles Hawk, Mayor

Mike Miller, Village Administrator

K. Kris King, Clerk-Treasurer

John Anthony, Solicitor

### **COUNCIL**

Dale Fox

Andrew Hess

Thomas Hilliard

Brett Long

Sydney Radich

Mike Schwab

Kris King, Clerk

**ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Sealed bids will be received at the Administrator's Office, 302 Wabash South, Brewster, Ohio 44613 until 1:00 p.m. Noon on March 26, 2020 and will be opened and read immediately thereafter for the

**METER READING SYSTEM REPLACEMENT**

**OPINION OF PROBABLE CONSTRUCTION COST: \$560,000.00**  
**COMPLETION DATE: 12 MONTHS FROM NOTICE TO PROCEED**

Bids must be in accordance with plans & specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Twenty-Five Dollars (\$125.00). Instructions for obtaining hard copies of the documents (including bid forms) are at [www.ctconsultants.com/bidinfo/index.html](http://www.ctconsultants.com/bidinfo/index.html) .

The drawings, bid specifications (without bid forms), plan holders list, addenda, and other bid information may be viewed, downloaded, and/or printed at no charge via the web site. The bidder shall be responsible to check for Addenda and obtain same from the web site prior to submitting a bid.

Publish: *The Canton Repository*

March 5, 2020

March 12, 2020

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***SECTION 1***  
***BID DOCUMENTS***

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## INSTRUCTIONS TO BIDDERS

### PART 1      GENERAL

- 1.1      Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2      Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3      Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4      Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5      Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6      All names must be typed or printed below the signature.
- 1.7      The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8      Bids shall include furnishing all labor, materials and equipment necessary to complete the project.
- 1.9      If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.10     After the opening of bids, no Bidder may withdraw their bid for a period of 60 days unless it meets the standards and follows procedures established by O.R.C. Section 9.31.

### PART 2      EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1      Before submitting a bid, each Bidder must
  - A.      Examine the Contract Documents thoroughly.
  - B.      Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.

- C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
  - D. Study and carefully correlate Bidder's observations with the Contract Documents.
- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

### PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.



#### PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

#### PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

#### PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.
- 6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.
- 6.5 In evaluating bids, the Owner will consider the qualifications and experience of the Bidder.
- 6.6 In evaluating bids, the Owner may consider the following:
- A. The qualifications and experience of the proposed subcontractors, principal material suppliers and other individuals or entities for portions of the work for which the identity of subcontractors, principal material suppliers, and other individuals or entities must be submitted as outlined in the plans and specifications.
  - B. Financial ability and soundness of the Bidder and proposed subcontractors.
  - C. Completeness of all bid forms and bid requirements.
  - D. Alternates and unit prices requested in the Bid Forms.
  - E. Unit prices or schedules of values that are or appear to be unbalanced.
  - F. Previous contractual experience with the Owner.
  - G. Whether or not the bid package complies with the prescribed requirements.
  - H. The proposed completion date, if applicable.
  - I. Any other matter allowed by law or local ordinance or resolution.
- 6.5 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

- 6.6 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 6.7 The Contract award shall be based on the lowest and best bid for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
  - A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
  - B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

## PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.
  - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

## PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

## PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.
- 10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.

#### PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.
- 11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder 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 of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal 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.
- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

- 11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

#### PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.
- 12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

#### PART 13 ORIGINAL DOCUMENTS

- 13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

#### PART 14 ADDENDA

- 14.1 The bidder shall be responsible to obtain Addenda from the web at [www.ctconsultants.com/bidinfo/index.html](http://www.ctconsultants.com/bidinfo/index.html).

#### PART 15 UNRESOLVED FINDING FOR RECOVERY

- 15.1 The Contractor affirmatively represents to the local contracting authority that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The Contractor agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid hereunder shall be immediately repaid to the local contracting authority, or an action for recovery may be immediately commenced by the local government and/or for recovery of said funds.

#### PART 16 OHIO WORKERS' COMPENSATION COVERAGE

- 16.1 The Contractor must secure and maintain valid Ohio workers' compensation coverage until the project has been finally accepted by the local contracting authority. A certificate of coverage evidencing valid workers' compensation coverage must be submitted to the local contracting authority before the contract is executed.
- 16.2 The Contractor must immediately notify the local contracting authority, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the local contracting authority, in writing, if it or any of its subcontractor's workers' compensation policies are canceled, terminated or lapse.
- 16.3 The failure to maintain valid workers' compensation coverage shall be considered a breach of contract which may result in the Contractor or subcontractor being removed from the project, withholding of pay estimates and/or termination of the contract.

## BID PROPOSAL – PRICES TO INCLUDE

1. Bid Item 1: AMI System Integration, Setup, Training, and SAAS Hosting Agreement – Shall include: all costs to coordinate, supply, install, test and maintain - for web hosted software and services; software for meter reading, data collector communications and MTU communications; integration of meter readings to the billing software; project management; database management; FCC licensing; training; technical support from initiation of project through completion of project not including subsequent bid items; and, any incidentals that are not covered elsewhere in these bid items - complete including software and licensing fees. Annual hosting agreement shall include all licensing, software and updates, and support services and fees for vendor hosting SAAS for the years included in the Bid Item, following Final Completion. This includes all shop drawings and other submittals required by the Contract Documents.
2. Bid Item 2: Service Plan, Maintenance Agreements, Extended Warranties Years 1-5 – following Final Completion – Shall include all licensing, software, support services, device maintenance, and extended warranties for the years included in the Bid Items, following Final Completion.
3. Bid Item 3: DCU complete installed on Village North Water Tower – Shall include all costs to furnish, deliver, install, test, and maintain; including DCU devices, antenna, power, backhaul appurtenances (Village to provide communications hardware and service), wiring, software, security, hardware, and all accessories needed for a complete, functional system. All field reports and other installation documentation is included under this item.
4. Bid Item 4: DCU complete installed on non-Village owned assets (if additional antennae beyond the North Water Tower are required) – Shall include all costs to furnish, deliver, install, test, and maintain; including easements, DCU devices, antenna, utility services including power and backhaul with appurtenances, wiring, software, security, hardware, poles, foundations, and all accessories needed for a complete, functional system. All field reports and other installation documentation is included under this item. Bidder shall specify the quantity of DCUs being bid for this item. **NOTE – Post Bid if additional DCUs are required to meet requirements of 100% coverage of meter reads as noted in this Bidding Document, Contractor shall provide as many, and in whatever locations are needed, as approved by the Owner to meet full compliance with Bid Documents without additional compensation.**
5. Bid Item 5: MTU Wall Mounted – Shall include the cost of supplying the materials, including all shipping and handling charges, complete to the Owner.
6. Bid Item 6: MTU Wall Mounted – Shall include the cost of supplying the materials, including all shipping and handling charges, complete to the Owner.
7. Bid Items 7-15: Electrical Meters – Shall include the cost of supplying the materials, including all shipping and handling charges, complete to the Owner.

## ALTERNATE BID PRICES – PRICES TO INCLUDE

1. Bid Item 1A: AMI System Integration, Setup, Training – **This price is in addition to or a deduction from Bid Item 1 under the base bid**, and shall include: all costs to coordinate, supply, install, and test - for Village hosted software and services; software for meter reading, data collector communications and MTU communications; integration

of meter readings to the billing software; project management; database management; FCC licensing; training; technical support from initiation of project through completion of project not including subsequent bid items; and, any incidentals that are not covered elsewhere in these bid items - complete including software and licensing fees. This includes all shop drawings and other submittals required by the Contract Documents.

2. Bid Items 2A, 2B, 2C: Service Plan, Maintenance Agreements, Extended Warranties Years XX-XX – following Final Completion – Shall include all licensing, software, support services, device maintenance, extended warranties for the years included in the Bid Items, following Final Completion.
3. Bid Item 3A: DCU complete installed on Village Fire Department Tower – Shall include all costs to furnish, deliver, install, test, and maintain; including DCU devices, antenna, power, backhaul appurtenances (Village to provide communications hardware and service), wiring, software, security, hardware, and all accessories needed for a complete, functional system. All field reports and other installation documentation is included under this item. This site is in addition to or instead of the Tower site and is to be used by the Village in making the decision, for Village’s own purposes, of which site (or both for redundancy), to use. **If a Bidder needs more than the one site provided in the Base Bid, Bidder will need to bid additional sites under Bid Item #4 in the Base Bid.**
4. Bid Item 5A: Installation of Wall Mounted MTUs 3-wire installation kit – Shall include all costs for the project management, coordination, installation, start-up, testing and integration of each MTU into the billing software and of 3-wire kits to wire the meter register to the new MTU if the current 2-wire kit must be upgraded to utilize a new MTU, including necessary touch-pad or intermediate endpoint for MTU connection, complete for a turn-key solution.
5. Bid Item 5B: Encoder to outside of unit – Shall include all costs to move an endpoint from the interior of a building to the exterior, including all costs for the project management, coordination, furnish and installation, of encoder to the outside of the building including necessary wiring, touch-pad or intermediate endpoint for MTU connection, complete for a turn-key solution.
6. Bid Item 6A: Installation of Pit Mounted – Shall include all costs for the project management, coordination, installation, start-up, testing and integration of each pit mounted MTU into the billing software including necessary wiring including necessary touch-pad or intermediate endpoint for MTU connection, complete for a turn-key solution.
7. Bid Item 16A: Customer Interface Portal (Years 1-2) – Shall include: all costs to coordinate, supply, install, test and maintain web hosted customer portal software and services including project management; training; technical support from initiation of project for the first two years, complete including software and licensing fees.

Payment shall be approved for installation of each MTU device, DCU, work/materials following a minimum of 14 continuous successful reads of 100% or more, by the Village utility billing department and the AMI system for all installations in the system. The reading rate shall be 100% or more for all devices for each reading cycle (minimum 1 reading cycle per day) during the length of this project. If any MTU device fails to read at least once per day during this project, the AMI system will be adjusted as necessary by the Contractor to resolve the issue. Any failure to maintain this reading accuracy for all installations on this project, the Village shall have the right to stop payment until the entire reading system is reading to the accuracy required.