

SERVICE CONTRACT No. 1683

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and Line-Tec Inc., a Florida Corporation (“Contractor”).

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit “A” (the “Work”) and, the Insurance Requirements set forth in Exhibit “B”, both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. *Purpose.* City contracts with Contractor to provide reuse line connection services for the Utilities Department upon the terms and conditions set forth herein.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. *Term of Contract.* This Contract shall be for a term of five (5) year(s) or less beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional five (5) year(s) term.

6. *Maximum Obligation.* City agrees to pay Contractor for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Services shall be provided per Exhibit A's reuse connection cost schedule, and shall not exceed \$169,000.00 per year this agreement is in effect.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, City shall forward Contractor payment for forty five (45) days for all goods and services provided.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to City upon completion of services.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Randolph Brown and the Contractor's Contract Administrator shall be (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor:

241 NW 18TH AVENUE
DELRAY BEACH, FL 33444
Office:
Email:

If to City:

Randolph Brown, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-545-7044
Email: Randolph.Brown@copbfl.com

With a copy to:

Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. *Termination.* City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination for convenience, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized

representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Such conduct or activities shall include, but not be limited to, participation in political campaigns for any city-elected office.

20. *Independent Contractor.* The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived

in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. **No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. **No Contingent Fee.** Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. **Attorneys' Fees and Costs.** In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. **No Third Party Beneficiaries.** Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. **Public Entity Crimes Act.** As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

Witnesses:

[Signature]

Mark Atkins
(Print or Type Name)

[Signature]

MICHAEL PIERCY
(Print or Type Name)

Line-Tec Inc.

By: [Signature]
Scott Ellsworth, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

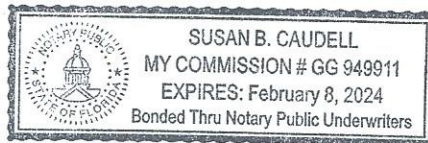
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4 day of October, 2022, by Scott Ellsworth as President of Line-Tec Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Susan B Caudell
(Name of Acknowledger Typed, Printed or Stamped)

66949911
Commission Number



A. Scope of Services

The purpose of this Agreement, is for the completion of reuse connection services, including but not limited to connecting single-family residential customers to the reuse system where there is reuse available. The City's Utilities Department will assign work as required up to and not to exceed the total contract amount. All services to be charged in accordance with the attached reuse connection cost schedule.

B. Tasks/Deliverables

Contractor shall perform all of the following within the time limit specified:

1. Conduct site assessment to determine cost. During assessment, contractor must test/operate the existing irrigation system and document condition.
2. Secure plumbing permit.
3. Call Sunshine 811 for underground utilities locates.
4. Contact customer to schedule a mutually convenient time for work to be performed.
5. Remove existing dual check valve on the potable line. (Exhibit H)
6. Install a new City supplied dual check valve on the potable line.
7. Disconnect the existing irrigation system from the current water supply by capping off the existing connection from the irrigation system to the potable, well or canal supply. If a well exists, the suction line to the well must be capped off.
8. Cross-connection check MUST be performed before turning on system or connecting pipe to reuse meter. Cross-connection MUST be conducted with CUSTOMER PRESENT by running the irrigation system through all zones and verifying that all outside faucets still have water. Check all sinks, bathtubs, toilets etc. to see if those still have water (both hot and cold sides) within the home and outside the home (also boat docks if applicable). Only the irrigation system should be out of water. This means that the cross-connection test passed. Fill out the Reuse Inspection Form (Exhibits F & G) and leave in the permit bag for the Plumbing Inspector. **DO NOT CONNECT PIPING TO REUSE METER until cross-connection inspection is completed.**

If any sink or tub or other area within the home or outside the home is out of water, the lines are cross-connected. **THIS MEANS THE CROSS-CONNECTION TEST FAILED. STOP ALL WORK AND CALL THE UTILITIES DEPARTMENT IMMEDIATELY.**

9. Install new purple piping from the meter to existing irrigation control valve using Pantone 522C irrigation pipe. Piping shall be installed via missile boring or directional drilling, no other equipment will be allowed in the yards.

10. Connect the reuse water meter to the existing irrigation system.
11. Request plumbing inspection from City Building Inspections Division.
12. Restore site which can include sodding, asphalt, concrete pavers, etc.

C. REUSE CONNECTION COST SCHEDULE

The City will pay qualified contractors the following rates for their services:

City of Pompano Beach Rates for Services

Type 1 Conversion	Existing Reuse Service	\$325.00
Type 2 Conversion	New reuse Service for Irrigation System	\$420.00
Type 3 Conversion	New Reuse Service No Irrigation System	\$480.00

City of Lighthouse Point Rates for Services

Type 1 Conversion	Existing Reuse Service	\$325.00
Type 2 Conversion	New reuse Service for Irrigation System	\$460.00
Type 3 Conversion	New Reuse Service No Irrigation System	\$480.00

If the irrigation control valve is not within 8 feet of the meter, the additional work will be invoiced at \$24 per linear foot. Special circumstances, such as removing and replacing paver bricks per square foot at \$15 and addition cost per foot to install 2" casing pipe under driveways/walkways at \$7, if required. Other circumstances are will require a quote and will be negotiated on a case-by-case basis.

OASIS PROJECT SCOPE OF WORK

There are three types of jobs for which quotes will be requested:

1. Existing Reuse Service: Replacement of the existing double check valve with a City supplied dual check valve. Upon job authorization from City, the Contractor will proceed to acquire permit(s). Contractor will pick up the dual check, test report form, and yard sign from the City Utilities Field Operations compound located at 1201 NE 3rd Avenue. Contractor will remove existing double check and box, if underground, and install the new dual check onto the potable water meter and reconnect meter to piping. Contractor will leave removed double check or reduced pressure zone backflow with the customer. Any existing dual check backflow removed will be returned to the City Utilities Field Operations. Contractor will leave work open and call for an inspection by the respective City Building Inspections Division. When the job has passed inspection Contractor will backfill, sod and patch as needed to return the site to its pre-existing condition. Contractor will notify the City and send the invoice to the Utilities Department for payment to the address on the purchase order. Contractor will need to take pre and post pictures or videos of all job sites for protection from customer damage claims. Dual check must match size of the customer meter size. Verify the size during pre-job inspection.

2. New Reuse Service: Installation of a City provided dual check on potable water meter, and lying of pipe from reuse meter to existing irrigation system control valve. No tie-ins will be made to the irrigation system piping. Upon job authorization from the City, the Contractor will proceed to acquire permit(s). Contractor will pick up the dual check, test report form, and yard sign from the City Utilities Field Operations located at 1201 NE 3 Avenue. Contractor will install a new City provided dual check on the potable water meter and reconnect to existing pipe. Any existing dual check backflow removed will be returned to the City Utilities compound. Contractor will disconnect the existing irrigation system from the current water supply by capping off the existing connection from the irrigation system to the potable, well or canal supply. Contractor will check for cross connections with customer present by running irrigation system through all zones and checking all faucets, toilets and water connected fixtures (hot & cold sides) within the home and all faucets outside the home (also boat docks if applicable) to make sure water is available. Only the irrigation system should be out of water. This means that the cross-connection test passed. Fill out the Reuse Inspection Form and leave in the permit bag for the Plumbing Inspector. **DO NOT CONNECT PIPING TO REUSE METER** until cross-connection inspection is completed. If test shows no cross connection, Contractor will connect new purple (Pantone 522C) pipe from reuse meter to existing irrigation control valve. Existing above ground pipe and new below ground pipe may be painted to match pantone 522C. All new pipes will be pantone 522C throughout its length. Contractor will install, if needed, a pressure relief valve per code and Spec Sheet (Exhibit H). Contractor will leave work open and call for inspection by the respective City Building Inspections Division. When the job has passed inspection - backfill, sod and patch as needed to return the site to its pre-existing condition. Contractor will notify the City and send the invoice to the Utilities Department for payment to the address on the purchase order. Contractor will need to take pre and post pictures or videos of all job sites for protection from customer damage claims. Dual check must match size of the customer meter size. Verify the size during pre-job inspection.

During the cross-connection check, if any sink or tub or other area within the home or outside the home is out of water, the lines are cross-connected. **THIS MEANS THE CROSS-CONNECTION TEST FAILED. STOP ALL WORK AND CALL THE UTILITIES DEPARTMENT IMMEDIATELY.**

3. New Reuse Service/No Irrigation System: Installation of a City provided dual check on potable water meter, and installation of City provided hose box and coiled purple hose. This will be used when customer does not have in ground sprinkler system. Same instruction as #2 except the Contractor will install a hose box onto the outlet of the reuse meter.

Where customers have an alternative water supply such as a well or canal, Contractor will connect to existing piping, will install a valve to turn system on and off and will cap suction line to well or canal. The reuse connection will be made by connecting a Pantone 522 C pipe from the reuse meter to the valve or solenoid. At the customer's expense, a solenoid valve and an electrical connection to the existing time clock will be needed to make operation of sprinkler system automatic. The City will not provide a time clock for the operation of the sprinkler system.

All installations shall conform to applicable Plumbing Codes and attached Diagrams and Specifications Sheet. All jobs must be completed within 15 business days.

Any existing hose faucets on existing sprinkler piping will have to be removed when converting to reuse.

The dual check, yard sign, and hose box with coiled purple hose, where needed, will be provided by the City Utilities Department. All other materials, equipment, line locations and refurbishment of property are the contractor's responsibility. Please email or call the contacts below with any questions:

Field Supervisor:
Mark Eddington
Email: mark.eddington@copbfl.com
Phone Number: 954-815-7016

Compliance Manager
Shana Coombs
Email: Shana.coombs@copbfl.com
Phone: 954-545-7004

OASIS Message Center:
iCanWater.com
Phone: 954-324-8434

EXHIBIT J

ADDRESS: _____

LEGEND

- HB HOSE BIBB
- (E) EXISTING
- DOMESTIC WATER (DOW)
- RE-USE WATER (RUW)
- IRRIGATION MAIN (IRM)
- CORPORATION STOP VALVE (PROVIDED BY THE CITY)
- (M) METER AS (PROVIDED BY THE CITY)
- DUAL CHECK VALVE (DCV) MUELLER
- BACKFLOW PREVENTER (BFP)
- PRESSURE RELIEF VALVE REQUIRED ONLY WHERE TANK TYPE WATER HEATER USED

12 FPS MAXIMUM SERVICE WATER VELOCITY.

NOMINAL DIA. (Inches)	3/4	1
SUPPLY GPM @ 70 PSI	17	31

SPECIFICATIONS

- 1. SCOPE**
PROVIDE LABOR, MATERIALS AND EQUIPMENT REQUIRED FOR THE INSTALLATION DESCRIBED HEREIN AND IN THE DRAWING. INCLUDE ITEMS NOT SHOWN, FITTINGS, ACCESSORIES, ETC. WHICH ARE REQUIRED FOR A COMPLETE OPERATIONAL SYSTEM.
- 2. CODES AND STANDARDS**
WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE; PLUMBING, BROWARD COUNTY AMENDMENTS, AND OTHER APPLICABLE STATE AND LOCAL REGULATIONS, AND ORDINANCES.
- 3. DEMOLITION**
A. REMOVE PIPING INCLUDING ASSOCIATED APPURTENANCES AS NECESSARY FOR NEW WORK. RESTORE AFFECTED SYSTEMS FOR INTERIM OPERATION AT OWNER'S REQUEST.
- 4. SERVICE INTERRUPTIONS**
WHEN WORK FOR THIS PROJECT REQUIRES TEMPORARY SHUTDOWN OF EXISTING SYSTEMS, THE SHUTDOWN SHALL BE MADE DURING PREARRANGED PERIODS AGREEABLE TO THE PROPERTY OWNER.
- 5. WORKMANSHIP AND MATERIALS**
A. EMPLOY ONLY EXPERIENCED, COMPETENT, AND PROPERLY EQUIPPED WORKMEN ON JOB. WORKMANSHIP SHALL BE FIRST CLASS IN ALL RESPECTS. JOB QUALITY SHALL MATCH OR EXCEED THE EXISTING CONDITIONS.
B. MATERIALS SHALL BE NEW AND IN FAULTLESS CONDITION. INSPECT ALL MATERIAL AND IMMEDIATELY REMOVE DEFECTIVE ITEMS FROM JOB SITE.
C. ALL RE-USE WATER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PANTONE (PURPLE) PIPE S22C PER FLORIDA BUILDING CODE; PLUMBING.
D. THE CITY SHALL FURNISH, AT NO COST, DOMESTIC AND RE-USE WATER METERS, DUAL CHECK VALVES, AND LOCKBOXES COMPLETE WITH HOSE BIBBS AND FLEXIBLE 50 FT. HOSE.
- 6. PROTECTION AND CLEANING**
A. KEEP SITE CLEAR OF DEBRIS ORIGINATING FROM THIS JOB. UPON COMPLETION, REMOVE ALL TRASH AND SURPLUS MATERIALS. JOB SITE SHALL BE CLEAN PRIOR TO ACCEPTANCE.
B. PROTECT EQUIPMENT FROM DIRT, MOISTURE, AND MECHANICAL DAMAGE DURING CONSTRUCTION. RESTORE DAMAGED EQUIPMENT TO ORIGINAL CONDITION.
- 7. DAMAGE BY LEAKS**
REPAIR OR REPLACE ITEMS DAMAGED BY LEAKS OR OVERFLOW FROM WORK PROVIDED UNDER THIS SECTION.
- 8. CUTTING AND PATCHING**
PROVIDE DIGGING AND DE-WATERING REQUIRED TO ACCOMMODATE WORK OF THIS SECTION. RESTORE TO ORIGINAL CONDITION ALL NEW OR EXISTING WORK. PROVIDE REPLACEMENT SOIL, SOD AND SIMILAR MATERIALS TO MATCH EXISTING ON SITE.
- 9. PIPE SUPPORTS**
PIPING SYSTEMS SHALL BE SUPPORTED, BURIED AND BRACED IN ACCORDANCE WITH THE FLORIDA PLUMBING CODE REQUIREMENTS. SUPPORT PIPES FROM STRUCTURE WITH ASSEMBLIES DESIGNED FOR SUCH PURPOSE. PROVIDE AUXILIARY MEMBERS, ANCHORS, SADDLES AND SWAY BRACES NECESSARY FOR PIPE ALIGNMENT AND FOR RESTRAINT AGAINST EXCESSIVE MOVEMENT; ALLOW FOR PIPING EXPANSION AND CONTRACTION. PIPE WEIGHT SHALL NOT BE SUPPORTED BY VALVES, NOR EQUIPMENT. DO NOT USE POWDER DRIVEN FASTENERS, PERFORATED METAL TAPE, OR OTHER MAKESHIFT MATERIALS TO SUPPORT PIPE.
- 10. OPERATION AND ADJUSTMENT**
A. PRESSURE TEST ALL PIPING INSTALLATIONS WITH WATER AND RECORD RESULTS BEFORE INSPECTION. REMOVE ITEMS IN PIPING INSTALLATION SUBJECT TO DAMAGE BY TEST PRESSURE.
B. OPERATE COMPLETED PORTIONS OF WORK PRIOR TO JOB COMPLETION AS DIRECTED BY OWNER OR CITY. CHECK OPERATIONAL STATUS OF SYSTEMS AND NOTIFY CITY AND OWNER IF EQUIPMENT IS NOT READY FOR OPERATION. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO SYSTEM DURING START-UP AND OPERATION PRIOR TO FINAL ACCEPTANCE.
C. UPON COMPLETION OF WORK, PLACE ENTIRE SYSTEM IN OPERATION. SUPPLY WATER FROM SERVICE MAIN, ADJUST WATER FLOW FOR NORMAL OPERATING CONDITIONS.

4560 N. POINT PARKWAY,
SUITE 200
ALPHARETTA, GA. 30022
PH: 678-251-1200 FAX: 678-254-1239

PROJECT NO: EMK311016000

FILE NAME: PO.01.dwg

DESIGNED BY: ACT

DRAWN BY: JL

CHECKED BY: MCP

DATE ISSUED: 08-04-2011

I CERTIFY THAT THE INSTALLATION WAS COMPLETED PER THE DETAILS AND SPECIFICATION HEREIN.

PLUMBING PERMIT: _____ CONTRACTOR SIGNATURE: _____

CONTRACTOR NAME: _____ DATE COMPLETED: _____

CONTRACTOR LICENSE #: _____

SHEET TITLE

POMPANO RE-USE WATER SERVICE INSTALLATION DIAGRAMS & SPECIFICATIONS

SHEET 1 OF 1 DRAWING NUMBER PO.01



EXHIBIT I

LIGHTHOUSE POINT REUSE INSPECTION FORM

Customer Address: _____ Permit # _____

Plumber Name/Company: _____ Date: _____

Plumbing License # _____

The following items must be inspected as required by City Standards or Florida Regulations.

Item #		YES	NO	N/A
1	All plastic reuse water piping, valves, outlets, manifolds and other appurtenances are continuously/consistently color-coded Pantone Purple 522C, or otherwise marked (i.e., meter box) to differentiate reuse water from other water per Rule 62-610.469(7)(f).			
2	New purple piping was installed from the meter to the irrigation control valve using Pantone 522C irrigation pipe.			
3	Hose bibbs or hand-operated systems attached to the reuse water system are visible from the street, locked and clearly labeled.			
4	An approved backflow preventer is installed on the potable water service per Rule 62-555.360.			
5	Hose bibb vacuum breakers are installed on all potable hose bibbs.			
6	Sprinklers are supplied only by reuse water, with no connections to the potable water system, ground water, or canal water per Rule 62-610.476(2)(b).			
7	The top of the reuse water line is installed at least 12-inches below the bottom of the potable water line per Rule 62-610.469(7)(c).			
8	Entire irrigation system connection has been exposed for plumbing inspector.			
9	Plumber has entered building to personally perform cross-connection check:			
	a. Capped off irrigation and checked all interior plumbing fixtures for water flow before connecting irrigation line to reuse meter.			
	b. Turned off potable water system and checked all irrigation zones for operations using the mechanical timer device, if possible.			
	c. Turned off reuse system and checked interior plumbing fixtures as well as external hose bibbs, docks and pools for water flow.			
10	All zones of the irrigation system have been tested after the reuse connection to be sure that irrigation system is working (if it was working prior to connection).			

Document condition of existing irrigation system:

No irrigation system Working irrigation system

Not working/disrepair irrigation system (describe deficiencies): _____

Signature of Plumber: _____ Date: _____

Reviewed by: _____ Date: _____

Inspector's notes: _____



EXHIBIT H

POMPANO BEACH REUSE INSPECTION FORM

Customer Address: _____ Permit # _____

Plumber Name/Company: _____ Date: _____

Plumbing License # _____

The following items must be inspected as required by City Standards or Florida Regulations.

Item #		YES	NO	N/A
1	All plastic reuse water piping, valves, outlets, manifolds and other appurtenances are continuously/consistently color-coded Pantone Purple 522C, or otherwise marked (i.e., meter box) to differentiate reuse water from other water per Rule 62-610.469(7)(f).			
2	New purple piping was installed from the meter to the irrigation control valve using Pantone 522C irrigation pipe.			
3	Hose bibbs or hand-operated systems attached to the reuse water system are visible from the street, locked and clearly labeled.			
4	An approved backflow preventer is installed on the potable water service per Rule 62-555.360.			
5	Hose bibb vacuum breakers are installed on all potable hose bibbs.			
6	Sprinklers are supplied only by reuse water, with no connections to the potable water system, ground water, or canal water per Rule 62-610.476(2)(b).			
7	The top of the reuse water line is installed at least 12-inches below the bottom of the potable water line per Rule 62-610.469(7)(c).			
8	Entire irrigation system connection has been exposed for plumbing inspector.			
9	Plumber has entered building to personally perform cross-connection check:			
	a. Capped off irrigation and checked all interior plumbing fixtures for water flow before connecting irrigation line to reuse meter.			
	b. Turned off potable water system and checked all irrigation zones for operations using the mechanical timer device, if possible.			
	c. Turned off reuse system and checked interior plumbing fixtures as well as external hose bibbs, docks and pools for water flow.			
10	All zones of the irrigation system have been tested after the reuse connection to be sure that irrigation system is working (if it was working prior to connection).			

Document condition of existing irrigation system:

No irrigation system Working irrigation system

Not working/disrepair irrigation system (describe deficiencies): _____

Signature of Plumber: _____ Date: _____

City Plumbing Inspector Signature: _____ Date: _____

Inspector's notes: _____

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.