

RESOLUTION 2021-005

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ALL WATER SERVICE IN THE AMOUNT OF TWENTY-SEVEN THOUSAND ONE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$27,120.00) FOR EQUIPMENT MAINTENANCE AND WATER QUALITY MONITORING AND TREATMENT OF THE FOUR (4) TRANSIENT NON-COMMUNITY WATER SYSTEMS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020/2021 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the project includes the equipment maintenance and water quality monitoring and treatment of four (4) Transient Non-Community Water Systems; and

WHEREAS, on July 29, 2020, the Town advertised Request for Proposal (RFP) #20-014 for "Transient Non-Community Water Systems - Equipment Maintenance & Water Quality Monitoring & Treatment" in accordance with the Town's purchasing policy; and in compliance with Federal, State & Local 2CFR 200 Compliance requirements; and

WHEREAS, on August 26, 2020, the Town received one (1) response; and

WHEREAS, after reviewing the bid, it was determined that All Water Service provided the lowest responsive and responsible base bid that met the requirements of RFP 20-014; and

WHEREAS, All Water Service bid tabulation for the Base Bid equals Twenty-Seven Thousand One Hundred Twenty Dollars and Zero Cents (\$27,120.00), which is also the lowest Grand Total bid; and

WHEREAS, the Town budgeted \$15,450 for this project in the FY 2020-2021 adopted Town Budget; and

WHEREAS, the Town Council believes that entering into an agreement with All Water Service for these services is in the best interest of the health, safety, and welfare of its residents, volunteers, and staff.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The recitals above are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves entering into an Agreement with All Water Service in the amount of Twenty-Seven Thousand One Hundred Twenty Dollars and Zero Cents (\$27,120.00) for the equipment maintenance and water quality monitoring and treatment of the four (4) Transient Non-Community Water Systems in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, the Town Administrator, and the Town Attorney to execute the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4. The Town Council approves a budget adjustment as follows:

Locations	RFP 20-014	Adopted Budget	Budget Adjustment Amount: Increase	Account #
Volunteer Fire	\$ 5,852.00	\$ 2,300.00	\$ 3,552.00	001-3200-522-43110
Town Hall	\$ 7,455.00	\$ 6,250.00	\$ 1,205.00	001-3900-519-43110
PROS Rolling Oaks Park	\$ 7,455.00	\$ 3,450.00	\$ 4,005.00	001-3600-572-43110
PROS Country Estate Park	\$ 6,358.00	\$ 3,450.00	\$ 2,908.00	001-3600-572-43110
TOTAL	\$ 27,120.00	\$ 15,450.00	\$ 11,670.00	

The offsetting **(decrease)** is:

Contingency Line Item #001-3900-519-99100 **(\$11,670).**

Section 5. This Resolution shall become effective immediately upon adoption.

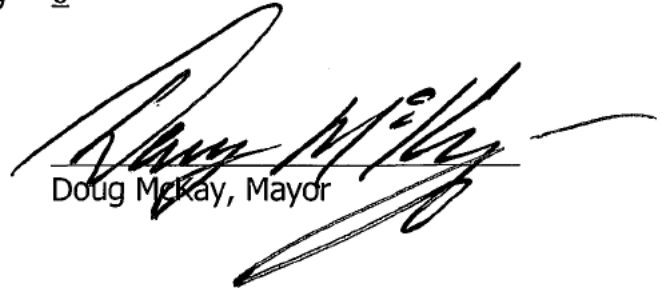
PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 22nd day of October 2020 on a motion by

Council Member Hartmann and seconded by Council Member Jablonski.

McKay	<u>Yes</u>
Schroeder	<u>Yes</u>
Amundson	<u>Yes</u>
Hartmann	<u>Yes</u>
Jablonski	<u>Yes</u>

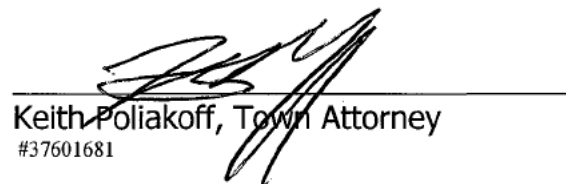
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Doug McKay, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
#37601681

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
ALL WATER SERVICE**

**RFP NO.: 20-014
TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT
MAINTENANCE & WATER MONITORING AND TREATMENT**

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

AGREEMENT FOR

**“RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS)
EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this 1st day of November, 2020, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and All Water Service (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Transient Non-community Water System Equipment Maintenance and Water Monitoring and Treatment Services (the “Project”); and

WHEREAS, the Town advertised an Request For Proposals, RFP No. 20-014 on Wednesday July 29, 2020 (“RFP”); and

WHEREAS, one Proposal was received by the Town on Wednesday, August 26, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020-_____ at a public meeting of the Town Council approving the recommended award and has selected All Water Service for award of the Project; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A-1” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

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Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

"RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT"

- 2.2 The Town shall have the ability to terminate this Contract as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, twenty seven thousand one hundred twenty dollars (\$27,120.00) ("Contract Price"). The Contract Price shall include four (4), four (4) hour emergency call outs within twelve (12) months, of the execution of this agreement. Emergency call outs that exceed the four hour cap, are in excess of the four emergency calls or occur after the first twelve months of the contract shall be billed at the following rate:
- Monday -Friday during the hours of 7 a.m. – 5 p.m. shall be billed at one hundred thirty (\$130.00) dollars an hour with a two (2) hour minimum.
- Weekends, Holidays and after 5 p.m. shall be billed at two hundred (\$200.00) an hour with a two (2) hour minimum.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Invoices delivered by Contractor to the Town in excess of the thirty (30) day requirement, shall be subject to a ten percent (10%) late fee by the Town. Invoices delivered by the Contractor to the Town in excess of ninety (90) days from the date of service are consider to be null and void and the Town will not be held liable for such invoices. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

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- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-

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insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.

- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

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- 5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

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- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this

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Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13: No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the

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public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall 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 Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In

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the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;

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2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Contract;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 20: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase, decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 21: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

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Section 22: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Contract.

Section 24: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 25: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 26: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 28: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by

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Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct MONITORING or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Leonardo D'Angelo
All Water Service
242 Button Bush Ln.
Wellington, FL 33414

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Section 32: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Contractor is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

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- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

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J. Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

K. Truth-in-Negotiation Certificate. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: ALL WATER SERVICE and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 22nd day of October 2020.

WITNESSES:

Casey Williams
Casey Williams

Jay Bowlby
Jay Bowlby

CONTRACTOR:

By: [Signature]

Name: Leonard D' Angelo

Title: President

13th day of October 2020

TOWN OF SOUTHWEST RANCHES

By: [Signature]

Doug McKay, Mayor

22nd day of October, 2020

By: [Signature]

Andrew D. Berns,
Town Administrator

22nd day of October, 2020

ATTEST:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney

Southwest Ranches Council
Mayor Doug McKay
Vice Mayor Dee Schroder
Delsa Amundson
Bob Hartman
Gary Jablonski



Town Administrator
Andrew Berns

REQUEST FOR PROPOSALS

RFP No. 20-014

Town of Southwest Ranches
is seeking proposals for:

**TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT
MAINTENANCE & WATER MONITORING AND TREATMENT**

Date issued/available for distribution: Wednesday July 29, 2020

Proposer shall submit one (1) electronic set of documents for proposal, as per Appendix Z, Electronic Media Format. The complete submittal must be uploaded to Demand Star no later than **Wednesday, August 26, 2020, at 11:00 a.m. local time.**

Non-Mandatory Pre-Proposal Conference: Friday August 7, 2020 at 11:00 a.m. local time.
See Section 1.3, of this RFP for the location of the Pre Proposal Conference.

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches Procurement Department's website, which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED
IN AN ALTERNATIVE FORMAT.

37146114.1

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), via DemandStar E-bidding, until 11:00 a.m., local time, and opened on Wednesday, August 26, 2020, for all material, labor, equipment and supplies necessary for:

**RFP 20-014 - TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS)
EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT**

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

<http://southwestranches.org/procurement>

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available on Demandstar.org. Contractors may download and print the Proposal documents, or contact Venessa Redman at (954) 434-0008, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Non-Mandatory Pre-Bid Conference will be held on **Friday August 7, 2020**, at 10:00 A.M., via Zoom Meeting, links accessible on the Town Procurement website. To join the meeting directly from zoom use meeting ID 863 8176 0202

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.31, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

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TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

SECTION 1
GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the "Town"), by and through its Procurement Department (the "Department"). The Department is the sole point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8, Contact Person).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, tools, equipment, machinery and supplies necessary for monitoring and maintenance of the Transient Non-Community ("TNWS") water system in compliance with local, county and Environmental Protection Agency ("EPA") regulations.

1.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE

The Non-Mandatory Pre-bid Conference will be held via Zoom Meeting, the link to the meeting is accessible on the Town website. The zoom meeting ID 863 8176 0202 can also be used to join the meeting on **Friday August 7, 2020, at 10:00 a.m.** local time.

There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (*See* Section 1.8) prior to the date and time stated in the Timetable (*See* Section 1.6).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.4 QUALIFICATIONS OF PROPOSERS

All Proposers shall have demonstrated experience in maintaining and monitoring of all TNWS water system equipment, including monitoring and treatment of TNWS water quality as per local, county and EPA regulations.

Evidence that the Proposer holds appropriate licenses to perform the work subject to this Proposal, and as required by Florida Statutes and local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

1.5 OPPORTUNITY OFFERED

The initial contract for services ("Contract") is for a three (3) year term. The Contract may be renewed twice (2) for one (1) year terms, upon mutual agreement of the parties, subject to the terms and conditions of the Contract.

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Proposer acknowledges that the annual fee is the maximum amount payable to the contractor and limits the Town's monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon Contractor's obligation to perform services under the Contract.

1.6 TIMETABLE

The anticipated schedule and deadline for this RFP and award is as follows:

Activity	Date, Time and Location
RFP advertised and available for download on the town website	On or about: July 29, 2020 at: http://www.southwestranches.org/procurement or http://www.Demandstar.org
Non-Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Friday August 7, 2020 , via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.
Deadline for Written Comments/Questions	16:00 p.m. Friday August 14, 2020
Deadline for Submission of Proposals	11:00 a.m. local time, on Wednesday, August 26, 2020 , via DemandStar E-bidding.
Public Opening	11:00 a.m. local time, on Wednesday, August 26, 2020 , via Zoom Meeting, the link is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.
Selection Committee meeting(s) and Oral Presentations (if necessary)	11:00 a.m. local time, on Wednesday, September 2, 2020 , via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.
Award Date	To be Determined

*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers.

1.7 PROPOSAL SUBMISSION

It is anticipated that bids will be opened at 11:00 a.m. via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting on **Wednesday, August 26, 2020**.

All bids must be submitted electronically via DemandStar E-bidding no later than 11:00 a.m. local time on **Wednesday, August 26, 2020**. Bidders must submit as per Appendix Z, Electronic Media Format.

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The Proposal Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the bidder to provide services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as "Contact Person" for this RFP is:

Venessa Redman, Sr. Procurement & Budget Officer
13400 Griffon Road
Southwest Ranches, Florida 33330
Phone: 954-434-0008
Fax: (954) 434-1490
Email: vredman@southwestranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, or U.S. Mail no later than **16:00 p.m. Friday August 14, 2020**, (*See* Section 1.6) to the Contact Person (*See* Section 1.8). The request must contain the proposer's name, address, phone number, and e-mail address.

Changes to this RFP, when necessary, will be completed by written Amendment(s) issued prior to the deadline for submission of proposals. The proposer should not rely on any representations, statements, or explanation other than those made by this RFP or in any amendment to this RFP. Where there appears to be a conflict between this RFP and any amendment issued, the last amendment issued shall prevail.

Amendments to this RFP will be posted on the Town of Southwest Ranches Purchasing website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.8), that proposer has received all amendments to this RFP prior to the submission of its proposal.

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Proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal amendment to RFP.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures which frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system which provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, bidder, lobbyist, or proposer and the Town Council members, the Town's professional staff, including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee and the procurement consultant. See Article IX, Sec. 2-208(c) for additional information, including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the town, and in the Town's sole discretion.

1.12 PUBLIC OPENING

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A public opening, of Proposals, will take place on Wednesday August 26, 2020 at 11:00 a.m., via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.

The identity of the Proposers shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town, relating to this RFP, are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be knowledgeable of the terms and conditions of RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RFP by submission of its proposals.

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2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 Format. The electronic copy of the proposal should be submitted via DemandStar E-bidding and formatted as per Appendix Z, Electronic Media Format. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

2.2.2 Technical Proposal. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6)); however, if the item(s) marked by an asterisk (*) are not applicable, the proposer must submit such item(s) marked Not Applicable ("N/A") or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive. Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any non-minor irregularity relating to the proposal.

2.3 PROPOSAL SCHEDULE

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules, plans, and all issued addenda.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

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2.4 MODIFIED PROPOSAL

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6). The Town will only consider the latest proposal submitted.

2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals (*See* Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of the 120 day timeframe may be debarred and are subject to forfeiture of the Proposal Security.

2.6 LATE PROPOSAL/ LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6) shall not be considered.

2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to re-advertise the project, in its sole discretion.

2.8 COSTS INCURRED BY PROPOSER

All expenses incurred with the preparation and submission of a proposal to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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Proposer is hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.10 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference ("Bid Protest"). By responding to this RFP, the proposer agrees that the Bid Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest a recommendation of award, by submitting a written within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Senior Procurement and Budget officer at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect Proposer's facilities to determine their capability of meeting the requirements of this RFP and the Contract Award. Also, price, responsibility, and responsiveness of Proposer, including the financial position, experience, staffing, equipment, materials, references of Proposer, and past history of service by Proposer to the Town and/or with other units of state, and/or local government in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service, within its sole discretion.

2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

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Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Points
1. Price (Proposal Forms);	30
2. Knowledge of local, county and EPA regulations and clearly specified and cited in the plan.	20
3. Ability to perform the contract terms, in accordance with local, county and EPA regulations.	20
4. Past and present performance including information disclosed by references. References should be current and have a knowledge of relevant experience.	10
5. Reports provided, inspection reports, and lab reports which comply with regulatory requirements. (Samples provided)	10
6. Specific overall plan to maintain and monitor transient non-community water system equipment and water quality. Demonstration of an understanding of the Town needs.	10
TOTAL POINTS	100

2.13 CONTRACT AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

2.14 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.15 ASSIGNMENT

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or

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indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.16 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

2.17 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.18 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction, with respect to this RFP and any contract awarded, and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.19 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer or any one of its employees, subcontractors or agents, or anyone else for whose actions Proposer may be responsible.

2.20 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Proposer and persons employed or utilized by Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.21 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract awarded.

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2.22 DEFAULT PROVISION

In case of default by Proposer, the Town may procure the articles or services from other sources and hold Proposer/Contractor responsible for any excess costs occasioned or incurred thereby.

2.23 GOVERNING LAW

The validity of this RFP and the Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.24 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.25 REMEDIES FOR BREACH

Should the selected proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Proposer fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.26 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information, in all or any portion, of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071, and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Proposer shall keep and maintain the security-sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

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Proposer agrees to keep and maintain public records required by the Town to perform the service in Proposer's possession or control in connection with Proposer's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall 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 Proposer does not transfer the records to the Town.

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

Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by the Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by the Town.

2.27 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract for cause.

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2.28 CONTRACT PROVISIONS

2.28.1 Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.

2.28.2 Authorization to Sign. In addition to executing an agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Contract is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Contract and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Contract and the notarized statement.

2.29 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damage or loss to the Town occasioned by negligence, intentional acts, or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.30 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage as specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered a material default of the Contract. The requirements contained herein, as well as the Town's acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Contract.

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All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition, and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposer is required to submit a list of claims presently outstanding and claims within the past ten (10) years against its liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. Proposer hereby holds the Town harmless and agrees to indemnify the Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.31 INSURANCE COVERAGE

The selected proposer will maintain, during the period of the contract, minimum insurance coverage as follows:

- (a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each

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incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- (b) Comprehensive General Liability Insurance Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO). and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- (c) Comprehensive Automobile Liability Insurance. Proposer shall carry business automobile liability insurance with minimum limits listed below. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

\$500,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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2.32 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.33 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

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2.34 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure all applicants are employed, and all employees are treated during their employment without regard to their race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Proposer further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Contract, disqualification or debarment of Proposer from participating in the Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.35 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") (Appendix "C") must be completed on behalf of any individual or business entity that seeks to do business with the Town, when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

2.36 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer must disclose, with its Proposal, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.37 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

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proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public Entity Crimes (Appendix "E"), and submit it with its proposal.

SECTION 3 CONTRACT

3.1 UNIT PRICES

The Proposer is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or reasonably inferable for the completion of the proposal item shall be included in the unit price for the item.

3.2 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Proposer finds a conflict, error or discrepancy in the Contract Documents, Proposer shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Proposer for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Proposer shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.3 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive,

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Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.5- "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond may be adjusted accordingly.

3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.4.1 Change Order. The Contract may be changed only by a Change Order or Change Directive approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.4.2 Unit Prices. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

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3.5 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

3.5.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

3.5.2 Correction or Removal of Defective Work. If required by Town, Contractor shall within twenty four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.

3.5.3 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.4 – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

3.5.4 Town May Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

3.5.5 Contractor's Failure to Perform. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

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3.5.6 Termination for Convenience. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

3.6 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town within 30 days of work completion, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The

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amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

3.7 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

3.8 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.3 – "Changes in the Work".

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

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SECTION 4
RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

4.1.1 Plan. As part of the Proposer's complete written proposal of his plan for the required work, Proposer shall submit a written plan to include the following

1. Equipment Description

- Type:
 - Tank size, brand, estimated age, and condition of equipment.
 - Suggestions, Comments or concerns regarding equipment.
- Maintenance:
 - Description of pressure tanks, brine tanks, valves, pumps, timers, aerators, chemical tank sterilization, etcetera. ~~\$2892.40~~
 - Timing Schedule - weekly, monthly, quarterly, annual maintenance items.

2. Water Quality:

- Type:
 - Description of minimum regulations, on-site inspections, lab monitoring results, treatment, reports created and the method of distribution.
 - Timing Schedule –weekly, monthly, quarterly, annual monitoring items.
- Chemical Levels:
 - Chemical name and quantity, chlorine, potassium etc.
 - Timing Schedule – weekly, monthly, quarterly, annual items.

3. Additional information regarding existing systems.

4. Service Call.

- Definition
- Rates
 - Hourly labor rate – Repairs only (non-emergency)
 - Hourly labor rate – Repairs only (emergency)

5. Emergency situations that may require repairs.

- Examples of previous situations and solution you provided.

No chemical, fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.

4.1.3 Sub-contractor. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons

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and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

4.1.4 Sales Tax. As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.1.5 Chemicals. All work involving the use of chemicals shall be in compliance with all federal, state and local laws.

SECTION 5 DEFINITIONS

ADDENDA. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for Request for Proposal 20-014.

PROPOSAL. The offer or proposal to perform all services required in Request for Proposal 20-014.

BOND. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFP 20-014.

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

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DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

FINAL COMPLETION. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

PROJECT. The whole or any part of the Work to be provided under this RFP and the Contract Documents.

PROPOSAL. The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

TOWN. Town of Southwest Ranches, Florida.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

Recommend to Build a roof system over water plant equipment to help protect aaand extend the life of equipment and chemicals

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ATTACHMENT 1
SELECTION CRITERIA/SCORING

Knowledge of regulations (20 Points)

- Knowledge of local, county and EPA regulations and clearly specified and cited in the plan.
- Regulations are clearly specified and cited in the plan.

\$\$57.89

Performance in accordance with regulations (20 Points)

- Frequency and approach used in implementing the plan.
- Compliance with regulation requirements.

Client References (10 Points)

- Feedback from current and past clients of individual/firm.
- References should be current and have a knowledge of relevant experience.

Reports provided (10 Points)

- Inspection reports;
- Lab reports;
- All reports comply with regulation requirements.
- All reports are uploaded to the County website.
- Sample reports provided.

Overall plan and demonstration of understanding the Town's needs (10 Points)

- Proposed plan is specific to the Town;
- Proposed plan provides for measurable deliverables to maintain & monitor the 4 NTSW

PRICE - PROVIDED SEPERATELY (30 Points)

- Detailed clearly defined costs as per Appendix A.:

Recomend to Build a roof system over water plant equipment to help protect and extend the life of equipment and chemicals

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PROPOSER INFORMATION
[Please print clearly]

NAME: LEONARDO D'ANGELO

ADDRESS: 242 Button Bush Ln, Wellington FL 33414

FEIN: 82-4758429

LICENSE NUMBER: A 8087

STATE OR COUNTY: Florida

LICENSE TYPE: Drinking Water
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: NONE
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 

LICENSEE NAME: LEONARDO D'ANGELO

BIDDER'S SIGNATURE: 

BIDDER'S NAME: LEONARDO D'ANGELO

BIDDER'S ADDRESS: 242 Button Bush Ln, Wellington FL 33414


BIDDER'S PHONE NUMBER: Office: _____ Cell: (321) 960 9975

BIDDER'S EMAIL ADDRESS: Allwaterservice321@hotmail.com

By: LEONARDO D'ANGELO

All Water Service
Name of Corporation/Entity

242 Button Bush Ln, Wellington FL 33414
Address of Corporation/Entity


Signature of President or Authorized Principal

By: LEONARDO D'ANGELO

Title: AP (If the Bidder is a Corporation, affix corporate seal)

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PROPOSAL RESPONSE FORM

**TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT
MAINTENANCE & WATER MONITORING AND TREATMENT (RFP No. 20-014)**

****This signature page must be completed by an Authorized Person (See Section 1.7 of RFP)****

Type or print proposer's contact information below:

Name: LEONARDO D'ANGELO

Title: President

Company Name: All Water Service

Address: 242 Button Bush Ln.

City/State/ZIP: Wellington, FL 33414

Telephone No. (321) 960 9975

Fax No: _____

Email: Allwaterservice321@hotmail.com

Signature: _____

*****You must affix a corporate seal or have the signature on this Proposal Response Form notarized.*****

(Corp. Seal)

OR:

BEFORE ME the undersigned on this 24th day of August, 2020
personally appeared Leonardo D'Angelo, who is personally known to me or
who has produced FL DL as identification and who did take an
oath.

STATE OF Florida

(Signature of Notary)

COUNTY OF Palm Beach

(Notary's Printed Name)

My Commission Expires: _____



Cameron Daniel
Notary Public
State of Florida
My Commission Expires 11/12/2023
Commission No. GG 913567

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**APPENDIX A
PROPOSAL SCHEDULE**

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<u>PWSID: 4064402 TOWN OF SW RANCHES/TOWN HALL</u>					
Equipment	\$250.75	\$57.87			\$ 3,009.00
*Byweekly non consecutive visits by a license operator to check equipment ,					
*System pressure, Chemical tank levels, and Chlorine levels at Entry and end point					
*Record water usage and populate log book					
*					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
*Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
* Annual Chemical Analysis					
*					
*					
Chemicals	\$231.99				\$ 2,783.33
*Chlorine	✓				
*Salt	✓				
Potassium permanganate	✓				
Charcoal Media	?				
Monthly equipment check, clean and refill chemical tanks, clean Chlorine injector					
No log book onsite during walk through; hence could not determine current life of filter medias.					
Potassium permanganate and Resin have a life span of 10 years, and charcoal media can last up to 2 years depending on water quality.					
SUBTOTAL (A) CARRY FORWARD					\$ 7,454.88

Additional Information:

All 3 filtration heads had error codes or burned out LCD displays. Troubleshoot all systems has to be done to asses corrective action
Aerator tank sprinklerheads were under water; thus, not properly removing Iron through aeration. Floats need to be set to correct levels
Recommend to build a roof over water plant equipment to help protect and extend the life of the equipment.

The replacement cost of the filter medias are excluded from this bid

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<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<u>PWSID: 4064413 TOWN OF SW RANCHES ROLLING OAK BARN</u>					
Equipment	\$250.75	\$57.87			\$ 3009.00
* Byweekly non consecutive visits by a licensed operator to check equipment ,					
*System pressure, Chemical tank levels, and Chlorine levels at Entry and end point					
*Record water usage and populate log book					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
*Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
*Annual Chemical Analysis					
Chemicals	\$231.99				\$ 2,783.88
* Chlorine	✓				
*Salt	✓				
* Potassium permanganate	✓				
*Monthly equipment check, clean and refill chemical tanks, clean Chlorine injector					
No log book onsite during walk through; hence, could not determine current life of filter medias.					
Potassium permanganate and resin media have a life span of 10 years depending on water quality					
The replacement cost of the filter media is excluded from this bid					
The life span of the 2nd Bladder tank is far less than designed, due to tank having chlorinated water					
SUBTOTAL (B) CARRY FORWARD					\$ 7,454.88

Additional Information:

The 2 filtration heads had error codes or burned out LCD displays. Troubleshoot all systems has to be done to asses corrective action
2nd Bladder tank was water logged. May need air added or replaced. Missing pressure gauge

Recommended to build roof system over water plant equipment to protect and extend the life of equipment and chemicals

The replacement cost of the filter media is excluded from this bid

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<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<u>PWSID: 406441 TOWN OF SW RANCHES COUNTRY ESTATES PARK</u>					
Equipment	\$250.75	\$57.87			\$ 3,009.00
*Byweekly non consecutive visits by a licensed operator to check equipment ,					
*System pressure, Chemical tank levels, and Chlorine levels at Entry and end point					
*Record water usage and populate log book					
*					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
*					
*Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
*					
*Annual Chemical Analysis					
Chemicals	\$140.60				\$ 1,687.20
*Chlorine					
* Salt					
*					
*					
Monthly equipment check, clean and refill chemical tanks, clean Chlorine injector					
No log book onsite during walk through; hence, could not determine current life of filter media.					
Resin media has a life span of 10 years depending on water quality					
The replacement cost of the filter media is excluded from this bid					
SUBTOTAL (C) CARRY FORWARD					\$ 6,358.20

Additional Information:

Plant equipment looked at time of walk through in proper working order

Aerator tank sprinklerheads were under water; thus, not properly removing Iron through aeration. Floats need to be set to correct levels

The replacement cost of the filter media is excluded from this bid

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<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
PWSID: VOLUNTEER FIRE DEPARTMENT 17270 GRIFFIN ROAD					
Equipment	\$250.75	\$57.87			\$ 3009.00
Byweekly non consecutive visits by a licensed operator to check equipment ,					
System pressure, Chemical tank levels, and Chlorine levels at Entry and end point					
* Record water usage and populate log book					
*					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
* Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
* Annual Chemical Analysis					
*					
*					
Chemicals	\$ 98.42				\$1,181.04
* Salt					
* Monthly equipment check, clean and refill chemical tanks, clean Aerator as needed					
*					
*					
No log book onsite during walk through; hence, could not determine current life of filter media.					
Resin media has a life span of 10 years depending on water quality					
The replacement cost of the filter media is excluded from this bid					
SUBTOTAL (D) CARRY FORWARD					\$ 5,852.04

Additional Information:

Aerator tank sprinklerheads were under water; thus, not properly aerating water. Floats need to be set to correct levels

Recommend to build a roof over water plant equipment to help protect and extend the life of the equipment.

Recommend to add chlorination system to safeguard the building occupants when cooking, making ice and or drinking the water

TOTAL BASE PROPOSAL (A+B+C+D) \$ 27,120.00

Proposer All Water Service

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

TOWN OF SOUTHWEST RANCHES
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APPENDIX B
DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☐ the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches' policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

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6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

TOWN OF SOUTHWEST RANCHES

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Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

AddressThis image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no text or other markings on the paper.

TOWN OF SOUTHWEST RANCHES
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APPENDIX C
DRUG FREE WORKPLACE

Proposer must certify that they will provide a drug-free workplace. 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's 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 Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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 no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 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 the statement, I certify that this firm complies fully with the above requirements.

The replacement cost of the filter media is excluded from this bid
PROPOSER'S SIGNATURE: 

TOWN OF SOUTHWEST RANCHES
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APPENDIX D
SWORN STATEMENT PURSUANT TO 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.

1. This sworn statement is submitted to Town of Southwest Ranches
by LEONARDO D'ANGELO
for All Water Service
whose business address is 242 Button Bush Ln, Wellington Fl. 33414

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-4758429

2. I understand that a "public entity crime" as defined in Paragraph 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.

3. I understand that "convicted" or "conviction" as defined in Para. 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). 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 person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

TOWN OF SOUTHWEST RANCHES

Request for Proposals

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5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or 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 Proposals or applies to Proposal on contracts for the provision of goods or services 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.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

PROPOSER: All Water Services

By: [Signature]

LEONARDO D'ANGELO

(Printed Name)

Authorized Principal

(Title)

Sworn to and subscribed before me this 24th day of August, 2020

Personally known Personally appeared

Or Produced Identification

119.0712(2)(b)

Notary Public - State of

Florida

Notary Signature

[Signature: Cameron Daniel]

My Commission Expires

Cameron Daniel

(Printed, typed, or stamped commissioned name of notary public)



Cameron Daniel
Notary Public
State of Florida

My Commission Expires 11/12/2023
Commission No. GG 913567

TOWN OF SOUTHWEST RANCHES
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APPENDIX E
NON-COLLUSION AFFIDAVIT

State of Florida) ss:

County of Palm Beach

LEONARDO D'ANGELO being first duly sworn deposes and says that:

- (1) He/She is the Authorized Principal (Owner, Partner, Officer, Representative or Agent) of All Water Service, the proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

PROPOSER: All Water Service

By: _____

LEONARDO D'ANGELO
(Printed Name)

Authorized Principal
(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

TOWN OF SOUTHWEST RANCHES
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***APPENDIX F**
CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of Florida,
County of palm Beach SS:

I HEREBY CERTIFY that LEONARDO D'ANGELO, as Principal or Owner

of (Company name) All Water Service, is hereby authorized to execute the Bid dated

24th August 2020, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of All Water Service.
(Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of August, 2020.



Secretary: LEONARDO D'ANGELO

(SEAL)

PROPOSER: All Water Service

TOWN OF SOUTHWEST RANCHES

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*APPENDIX G

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)
) ss:
 County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on August 21st, 2020, the following resolution was duly passed and adopted:

"RESOLVED, that LEONARDO D'ANGELO, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, August 25th, 2020, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or

Limited Liability Company this 23 day of August, 2020.

 Secretary: LEONARDO D'ANGELO

(SEAL)

PROPOSER: All Water Service

TOWN OF SOUTHWEST RANCHES
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***APPENDIX H**
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
County of _____) ss:

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Bid dated, _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES
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***APPENDIX I**
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
County of _____) ss:

I HEREBY CERTIFY that a meeting of the Principals of the _____

A corporation existing under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Joint Venture be and is hereby authorized to execute the Bid dated, _____ 20____, to the Town of Southwest Ranches official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES
Request for Proposals
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APPENDIX K
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME AGENCY	OF	ADDRESS	PHONE NUMBER	CONTACT PERSON
Sawgrass Recreation Facility		1006 North US HWY # 27 Weston Fl. 33327	(954) 389 8464	Mike Sovems

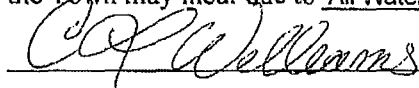
PROPOSER: All Water Service

TOWN OF SOUTHWEST RANCHES
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APPENDIX L
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

All Water Service, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to All Water Service's failure to comply with such regulations.



ATTEST

All Water Service

CONTRACTOR

BY:  _____

LEONARDO D'ANGELO

Print Name

Date: 8/23/2020

PROPOSER: All Water Service

TOWN OF SOUTHWEST RANCHES
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APPENDIX M
PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: All Water Service

Proposer's Name: LEONARDO D'ANGELO

Proposer's Address: 242 Button Bush Ln.

Wellington, Fl. 33414

Proposer's Phone Number: (321) 960 9975

Proposer's Email: Allwaterservice321@hotmail.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

Drinking Water A8087

PROPOSER: All Water Service

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 24th day of August, 2020
 by Leonardo D'Angelis of _____ (Proposer), who is personally
 known to me or who has produced FL DL as identification and who did (did
 not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Palm Beach County, Florida

Cameron Daniel
 Notary Signature



Cameron Daniel
 Notary Public
 State of Florida

My Commission Expires 11/12/2023
 Commission No. GG 913567

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: All Water Service

TOWN OF SOUTHWEST RANCHES
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APPENDIX N
PROPOSER EXPERIENCE QUESTIONNAIRE

The proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposer must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: Seminole Truck Stop

Contract Amount: \$ 9,000.00

Contract Date: Current

Client Name: Seminole Truck Stop

Address: 4690 US HWY # 27, Ft. Lauderdale, FL 33332

Contact Person: Monica Savitts

Contact Person Tel. No.: (954)434 0202

Project Name: Sawgrass Recreation Facility

Contract Amount: \$6,200

Contract Date: Current

Client Name: Sawgrass Recreation Facility

Address: 1008 North US HWY # 27 Weston FL 33327

Contact Person: Mike Soverns

Contact Person Tel. No.: (954) 389 8464

TOWN OF SOUTHWEST RANCHES

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Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: All Water Service

TOWN OF SOUTHWEST RANCHES
Request for Proposals
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APPENDIX O
SUB-CONTRACTOR LIST

In the form below, the proposer shall list all subcontractors to be used on this project if the proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of the Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
Certified Laboratory	Anascol USA lab.	5100 Hollywood Blvd Suite 3 Hollywood Fl 33021
Chemical supplier and equipment maintenance	Sutter Filtration	10020 NW 53rd St. Sunrise Fl. 33351
Plant Operator	US Municipal Water Services Co.	250 NW 7th Ave Hollywood Fl. 33024

PROPOSER: All Water Service

TOWN OF SOUTHWEST RANCHES
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APPENDIX P
ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES
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APPENDIX Q
LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1. Name and Location of project: n/a

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES
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APPENDIX R

INSERT W – 9
Must be CURRENT, signed, dated and legible W-9

TOWN OF SOUTHWEST RANCHES
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APPENDIX S

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES
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*** APPENDIX T**
STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

APPENDIX U
OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Southwest Ranches
Venessa Redman, Sr. Procurement & Budget Officer

ADDRESS: 13400 Griffin Road
Southwest Ranches, Florida 33330

SUBMITTED BY: All Water Service
CIRCLE ONE
Corporation
Limited Liability Company
Joint Venture
Partnership
Other

NAME: LEONARDO D'ANGELO

Individual

ADDRESS: 242 Button Bush Ln, Wellington Fl. 33414

TELEPHONE NO. (321) 960 9975

FAX NO. _____

E-MAIL ADDRESS: Allwaterservice321@hotmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, limited liability company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: All Water Service
The address of the principal place of business is: 242 Button Bush Ln, Wellington Fl. 33414

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2. If Offeror is a corporation, answer the following:

Date of Incorporation: 10/05/2017
 State of Incorporation: Florida
 President's name: LEONARDO D'ANGELO
 Vice President's name: _____
 Secretary's name: _____
 Treasurer's name: _____

- g. Name and address of Resident Agent:
LEONARDO D'ANGELO

242 Button Bush Ln, Wellington Fl. 33414

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

- a. Under what other former names has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Letter. Please attach certificate of competency and/or state registration.

Drinking Water A8087

CGC1526388

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

Mike Sovems	1006 North US HWY # 27 Weston FL. 33327	(954) 389 8464
(name)	(address)	(phone number)
Monica Savitts	4690 US HWY # 27, FL. Lauderdale, FL. 33332	(954) 434 0202
(name)	(address)	(phone number)
Nancy Falero	109 N 12 st., Lanlens, FL. 33462	(754) 235 4975
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

LEONARDO D'ANGELO has been in Utility, Underground and construction field since 1988, Working for the private and Municipal sector
LEONARDO D'ANGELO holds a Class A license in Water from the state of FL, Class A wastewater license from the state of FL, a Class C s
Collection license in the state of FL, and is a Certified General Contractor in state of Florida
LEONARDO D'ANGELO worked for the City of Rockledge, Cape Canaveral, Avator Utilities, Indian River County, All water tech, Bonita Springs Utilities
Seminole Tribe of Florida

11. State the name of the individual who will have personal supervision of the work:

LEONARDO D'ANGELO

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12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

n/a

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THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

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APPENDIX V
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of

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compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

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Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

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**APPENDIX W
PROPOSAL BOND**

Bond No. _____

BID BOND

State of _____)

) ss:

County of _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated _____ 20__ for:

**RFP No.: 20-014:
TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT
MAINTENANCE & WATER MONITORING AND TREATMENT**

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

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[Signatures on next page]

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent:

Name: _____

Date: _____

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APPENDIX Z
ELECTRONIC MEDIA FORMAT

Proposer shall submit electronic copies with the filenames below, which must be received by DemandStar no later than **Wednesday, August 26, 2020, at 11:00 a.m. local time.**

Complete Bid Plan (See 4.1.1) [excluding Price Proposal APPENDIX A]:

File Name: RFP 20-014 VENDOR NAME - BID PLAN excl PRICE

Reference Pages:

File Name: RFP 20-014 VENDOR NAME - REFERENCES

APPENDIX Individual Pages:

File Name: RFP 20-014 VENDOR NAME - APPENDIX (letter)

Price Proposal:

File Name: RFP 20-014 VENDOR NAME - PRICE - APPENDIX A

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EXHIBIT "A"



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

**RFP NO.: 20-014
TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT
MAINTENANCE & WATER MONITORING AND TREATMENT**

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AGREEMENT FOR

**"RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS)
EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT"**

THIS IS AN AGREEMENT (the "Contract") made and entered into on this ____ day of _____, 20____, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and _____ (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town-wide Facilities Maintenance Services (the "Project"); and

WHEREAS, the Town advertised an Request For Proposals, RFP No. 20-014 on _____, 20____ ("RFP"); and

WHEREAS, __ Proposals were received by the Town on _____, 20____; and

WHEREAS, the Town has adopted Resolution No. 201____ - ____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project; and

WHEREAS, Contractor's Proposal is attached to this Contract as Exhibit "A-1" and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT "A" and which is made a part hereof by this reference (the "Work"). This Contract, as well as all Exhibits, the RFP, Contractor's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

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Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

"RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT"

- 2.2 The Town shall have the ability to terminate this Contract as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, \$ 27,120.00 Dollars ("Contract Price").
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Invoices delivered by Contractor to the Town in excess of the sixty (60) day requirement, shall be subject to a ten percent (10%) late fee by the Town. Invoices delivered by the Contractor to the Town in excess of one hundred & eighty (180) days from the date of service are consider to be null and void and the Town will not be held liable for such invoices. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.

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- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:

TOWN OF SOUTHWEST RANCHES

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RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
 13400 Griffin Road
 Southwest Ranches, Florida 33330

And

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Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

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- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

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Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13: No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

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Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall 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 Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring

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additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Contract;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

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If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 20: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase, decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 21: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 22: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

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Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Contract.

Section 24: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 25: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 26: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 28: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct MONITORING or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the

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Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

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Section 32: Miscellaneous

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.

B. Audit and Inspection Rights and Retention of Records. The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Contractor is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

C. Independent Contractor. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

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- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

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J. Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

K. Truth-in-Negotiation Certificate. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: _____ and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 20 ____.

WITNESSES:

CONTRACTOR:

By: _____

Name: _____

Title: _____

____ day of _____ 20 ____

TOWN OF SOUTHWEST RANCHES

By: _____

Doug McKay, Mayor

____ day of _____, 20 ____

By: _____

Andrew D. Berns,
Town Administrator

____ day of _____, 20 ____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
ALL WATER SERVICE

RFP NO.: 20-014
TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT
MAINTENANCE & WATER MONITORING AND TREATMENT

AGREEMENT FOR

**“RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS)
EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this ____ day of _____, 2020, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and All Water Service (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Transient Non-community Water System Equipment Maintenance and Water Monitoring and Treatment Services (the “Project”); and

WHEREAS, the Town advertised an Request For Proposals, RFP No. 20-014 on Wednesday July 29, 2020 (“RFP”); and

WHEREAS, one Proposal was received by the Town on Wednesday, August 26, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- ____ at a public meeting of the Town Council approving the recommended award and has selected All Water Service for award of the Project; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A-1” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

“RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, twenty seven thousand one hundred twenty dollars (\$27,120.00) (“Contract Price”). The Contract Price shall include four (4), four (4) hour emergency call outs within twelve (12) months, of the execution of this agreement. Emergency call outs that exceed the four hour cap, are in excess of the four emergency calls or occur after the first twelve months of the contract shall be billed at the following rate:
- Monday -Friday during the hours of 7 a.m. – 5 p.m. shall be billed at one hundred thirty (\$130.00) dollars an hour with a two (2) hour minimum.
- Weekends, Holidays and after 5 p.m. shall be billed at two hundred (\$200.00) an hour with a two (2) hour minimum.
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Invoices delivered by Contractor to the Town in excess of the thirty (30) day requirement, shall be subject to a ten percent (10%) late fee by the Town. Invoices delivered by the Contractor to the Town in excess of ninety (90) days from the date of service are consider to be null and void and the Town will not be held liable for such invoices. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-

insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.

- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

- 5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this

Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13: No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly-claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the

public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall 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 Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In

the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;

2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Contract;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 20: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase, decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 21: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 22: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Contract.

Section 24: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 25: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 26: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 28: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by

the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct MONITORING or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Leonardo D'Angelo
All Water Service
242 Button Bush Ln.
Wellington, FL 33414

Section 32: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Contractor is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

TOWN OF SOUTHWEST RANCHES

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

EXHIBIT "A"

J. Binding Authority. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

K. Truth-in-Negotiation Certificate. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: ALL WATER SERVICE and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2020.

WITNESSES:

CONTRACTOR:

By: _____

Name: Leonard D'Angelo

Title: _____

____ day of _____ 2020

TOWN OF SOUTHWEST RANCHES

By: _____

Doug McKay, Mayor

____ day of _____, 2020

By: _____

Andrew D. Berns,
Town Administrator

____ day of _____, 2020

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

APPENDIX A
PROPOSAL SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
PWSID: 4064402 TOWN OF SW RANCHES/TOWN HALL					
Equipment	\$250.75	\$57.87			\$ 3,009.00
*Byweekly non consecutive visits by a license operator to check equipment ,					
*System pressure, Chemical tenk levels, and Chlorine levels at Entry and end point					
*Record water usage and populate log book					
*					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
*Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
*Annual Chemical Analysis					
*					
*					
Chemicals	\$231.99				\$ 2,783.33
*Chlorine	✓				
*Salt	✓				
Potassium permanganate	✓				
Charcoal Media	?				
Monthly equipment check, clean and refill chemical tanks, clean Chlorine injector					
No log book onsite during walk through;hence could not determine current life of filter medias.					
Potassium permanganate and Resin have a life span of 10 years, and charcoal media can last up to 2 years depending on water quality.					
SUBTOTAL (A) CARRY FORWARD					\$ 7,454.88

Additional Information:

All 3 filtration heads had error codes or burned out LCD displays. Troubleshoot all systems has to be done to asses corrective action

Aerator tank sprinklerheads were under water; thus, not properly removing Iron through aeration. Floats need to be set to correct levels

Recommend to build a roof over water plant equipment to help protect and extend the life of the equipment.

The replacement cost of the filter medias are excluded from this bid

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
PWSID: 4064413 TOWN OF SW RANCHES ROLLING OAK BARN					
Equipment	\$250.75	\$57.87			\$ 3009.00
* Byweekly non consecutive visits by a licensed operator to check equipment ,					
*System pressure, Chemical tank levels, and Chlorine levels at Entry and end point					
*					
*Record water usage and populate log book					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
*Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
*					
* Annual Chemical Analysis					
*					
Chemicals	\$231.99				\$ 2,783.88
* Chlorine	✓				
*Salt	✓				
* Potasium permanganate	✓				
Monthly equipment check, clean and refill chemical tanks, clean Chlorine injector					
No log book onsite during walk through; hence, could not determine current life of filter medias.					
Potassium permanganate and resin media have a life span of 10 years depending on water quality					
The replacement cost of the filter media is excluded from this bid					
The life span of the 2nd Bladder tank is far less than designed, due to tank having chlorinated water					
SUBTOTAL (B) CARRY FORWARD					\$ 7,454.88

Additional Information:

The 2 filtration heads had error codes or burned out LCD displays. Troubleshoot all systems has to be done to asses corrective action
2nd Bladder tank was water logged. May need air added or replaced. Missing pressure gauge

Recommended to build roof system over water plant equipment to protect and extend the life of equipment and chemicals

The replacement cost of the filter media is excluded from this bid

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

EXHIBIT "A"

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<u>PWSID: 406441 TOWN OF SW RANCHES COUNTRY ESTATES PARK</u>					
Equipment	\$250.75	\$57.87			\$ 3,009.00
*Byweekly non consecutive visits by a llcensed operator to check equipment ,					
*System pressure, Chemical tank levels, and Chlorine levels at Entry and end point					
*Record water usage and populate log book					
*					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
*					
*Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
*					
*Anual Chemical Analysis					
Chemicals	\$140.60				\$ 1,687.20
*Chlorine					
*					
* Salt					
*					
*					
Monthly equipment check, clean and refill chemical tanks, clean Chlorine injector					
No log book onsite during walk through; hence, could not determine current life of filter media.					
Resin media has a life span of 10 years depending on water quality					
The replacemant cost of the filter media is excluded from this bid					
SUBTOTAL (C) CARRY FORWARD					\$ 6,358.20

Additional Information:

Plant equipment looked at time of walk through in proper working order

Aerator tank sprinklerheads were under water; thus, not properly removing Iron through aeration. Floats need to be set to correct levels

The replacement cost of the filter media is excluded from this bid

TOWN OF SOUTHWEST RANCHES
Request for Proposals
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

EXHIBIT "A"

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
PWSID: VOLUNTEER FIRE DEPARTMENT 17270 GRIFFIN ROAD					
Equipment	\$250.75	\$57.87			\$ 3009.00
* Byweekly non consecutive visits by a licensed operator to check equipment ,					
* System pressure, Chemical tank levels, and Chlorine levels at Entry and end point					
* Record water usage and populate log book					
*					
Water Quality	\$138.50		\$332.40	\$332.40	\$1,662.00
* Quarterly Lab Analysis Bacts (2 samples 1 well 1 Distribution)					
* Annual Chemical Analysis					
*					
*					
Chemicals	\$ 98.42				\$1,181.04
* Salt					
* Monthly equipment check, clean and refill chemical tanks, clean Aerator as needed					
*					
*					
No log book onsite during walk through; hence, could not determine current life of filter media.					
Resin media has a life span of 10 years depending on water quality					
The replacement cost of the filter media is excluded from this bid					
SUBTOTAL (D) CARRY FORWARD					\$ 5,852.04

Additional Information:

Aerator tank sprinklerheads were under water; thus, not properly aerating water. Floats need to be set to correct levels

Recommend to build a roof over water plant equipment to help protect and extend the life of the equipment.

Recommend to add chlorination system to safeguard the building occupants when cooking, making ice and or drinking the water

TOTAL BASE PROPOSAL (A+B+C+D) \$ 27,120.00

Proposer All Water Service

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

Town Of Southwest Ranches

RFP Cost Break down

All Water Services Wants to Thank for the opportunity
to serve you guys

My Operating cost is brokwn down in 3 different sections

1- Certified Lab (sub contractor who does their own sampling and testing quaterly and annaul mandated by the state of Florida and DOH.

2- By weekly Operator check by a State of FL. Certified License operator the state recommended it to avoid 7 days a week maintenance checks

3- Chemical refill (monthly) and equipment preventive maintenance checkperform by a equipment specialist.

	Town hall monthly	THY
1 Lab	\$ 138.50	\$ 1,662.00
2 Ops	\$ 250.75	\$ 3,009.00
3 Maint of Chemicals	\$ 231.99	\$ 2,783.88
Total	\$ 621.24	\$ 7,454.88

incl Oak A

	Oak park	OPV
1 Lab	\$ 138.50	\$ 1,662.00
Ops	\$ 250.75	\$ 3,009.00
Maint	\$ 140.60	\$ 1,687.20
Total	\$ 529.85	\$ 6,358.20

	Rolling Hill M	RHY
1 Lab	\$ 138.50	\$ 1,662.00
Ops	\$ 250.75	\$ 3,009.00
Maint	\$ 231.99	\$ 2,783.88
Total	\$ 621.24	\$ 7,454.88

	VFD M	VFDY
1 Lab	\$ 138.50	\$ 1,662.00
Ops	\$ 250.75	\$ 3,009.00
Maint	\$ 98.42	\$ 1,181.04
Total	\$ 487.67	\$ 5,852.04

Qualifications

I currently hold a FDEP: "A" Water, "A" Wastewater, FL "C" Collections, CGC Florida License, Reclaim, Wet lands certified.
I am bilingual: English and Spanish

Education

I have an AA degree from Brevard Community College (Florida)
AWWA engineering bylaws, Michigan State University Supervision & USC Sacramento WTP I, II & Utility Management Certified

Relevant Experience

Currently I'm Self employee as a Certified General contractor for LDS GC Services in the construction industry and I am the owner of All Water Service operating small water systems around South Florida areas

10/12 to 4/2015 I worked for SL Williams Consulting as underground project Superintendent. I had designed built Gravity Sewer system for the City of Ocoee Fl. I was Bid Estimator for Underground Utilities multimillion-dollar contracts. Help develop Record Drawings. Supervise several Underground water distribution, wastewater collections and gas distribution replacement projects around the west coast and east coast of Florida.

5/12 to 10/12 I was project manager for the Seminole Tribe of Florida Public Works Department. Duties included setting up all the tribes GIS utility underground mapping for all the reservations field crew and fire department. Developed all the Water and wastewater reservation facilities daily operations cost analysis excel spread sheets. Trained utility staff in I-historian data development and assessment for plant operating performance improvements and data collections. Initiated hurricane practice runs and Emergency SOPs. Worked on data collections for Hollywood's utility assessment for the new hotel project (the Guitar). Assisted with the completion of the Hollywood Hard Rock's underground watermain, force main and reclaimed line installations.

5/2010 to 10/2012 I was the Hollywood Reservation Superintendent of the water, wastewater, collection, distribution and Storm Drain Systems. Supervised 9,000LF' installation of 16" Water main, 10" Force Main, & 12" Reclaim main, replacement of 12,000' ACS water and sewer mains, with PVC, HDPE and DIP. Designed and installed the Hollywood WTP GST bypass for potable water direct feed in emergencies. Troubleshoot all the reservation RO and WWT facilities. I initiated the Hollywood's Reservation field flow collections data program, set up the SOPs for RO & WW plants, Distribution, Collection, and Storm Sewer systems.

2006 to 2010, Worked for Bonita Springs Utilities. Initiated the utilities cross training program and hurricane biannual practice run. EWRf Assisted G.E. Zenon and CH2MHill with the assembly and installation of the Membrane Bio Reactor treatment and Bio Solids Dryer Facilities. I was the MBR start-up lead operator. Duties included assigning shift duties to operation staff. Set up the automated plant operation PID loop control software for perimeter logics controls. WWRf Improved the digester aeration system by installing extend bottom diffusers aeration. Assigned for the Andritz Bio Solids Dryer quality control and safety test verification.

1992 to 2006 worked for Indian River County Utilities. I was Lead operator for a total of 5 years for several of IRCU Wastewater facilities. And prior I was an operator which we cross trained throughout all Their last facilities. I was on the on call rotation for all the Counties wastewater facilities. On September 10, 1996 I Received the Indian River County Suggestion Award Certificate for my innovative process techniques at the Regional Sludge Treatment Facility.

1994 to 2004 (Private sector) I worked part time as a subcontract operator for Alltech Water Company operating multiple small (package) water and wastewater facilities in Brevard and Indian River County areas.

Operated for Florida Cities Water Company (Avatar Utilities) 1MGD Lime softening WTP, and 0.9 MGD WWTP, also assisted in the distribution and collection system maintenance and operations.

Worked for The City of Cape Canaveral as a wastewater plant operator and collections Tech, I was trained in the certified analytical Laboratory.

Worked for The City of Rockledge as a wastewater plant operator trainee and collections Tech, I was trained in the certified analytical Laboratory.

Other Experience

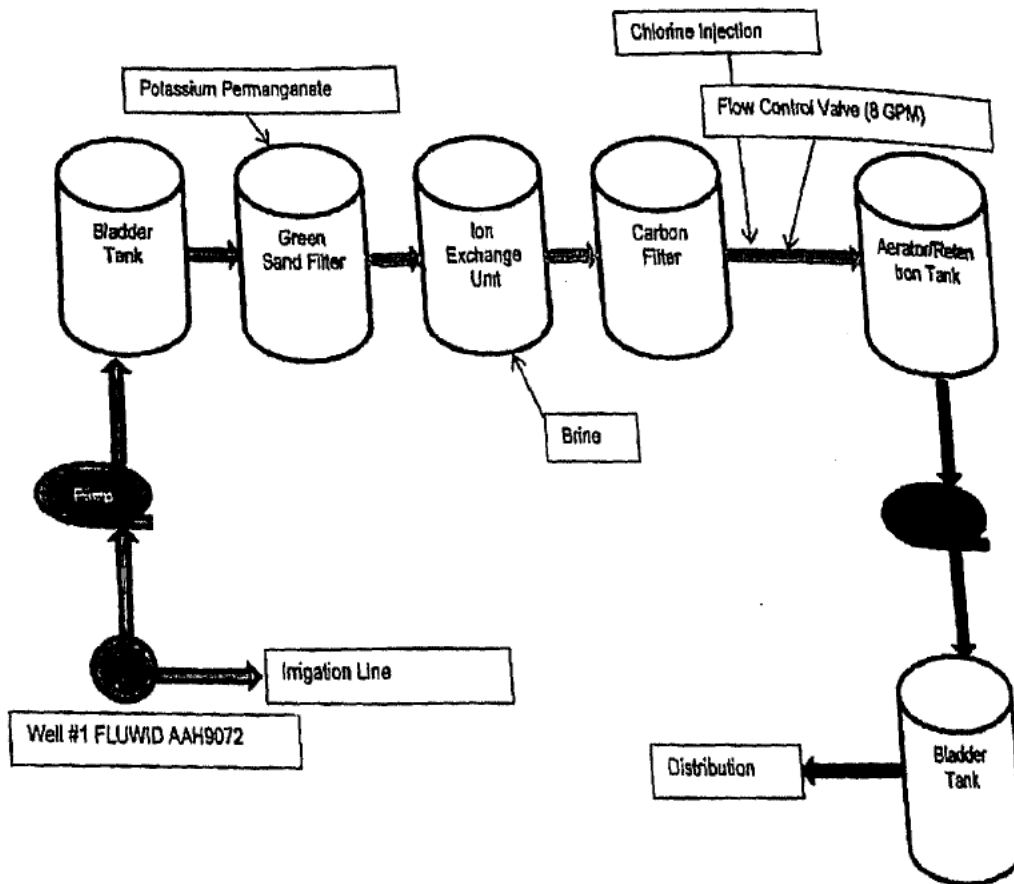
I have author 5 (five) articles for the Florida Water Resource Journal (Business trade magazine)

I set up I. R. C. Utilities spread sheets for automated transfer of daily readings and Lab. to the FEDP's DMR's.

I am knowledgeable with ARCGIS, CITRIX, SCADA, Data Flow System, Lennox, ArquestrA Wonderware, iFIX, GE Fanuc, Allan Bradley HMI's, Microsoft Word, Excel, Outlook, Power Point, and MAC.

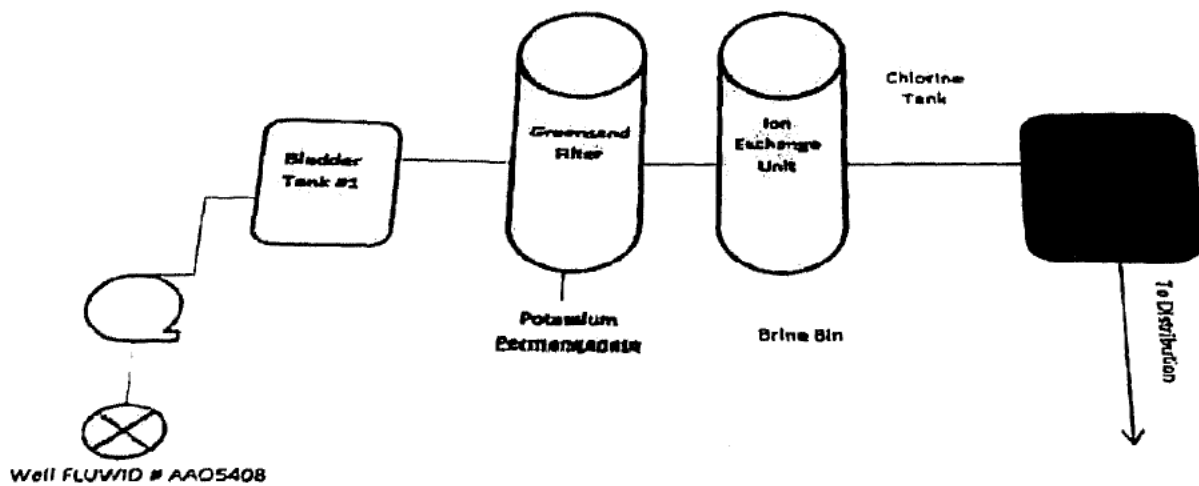
I can operate several types of heavy equipment, and I have a strong mechanical, electrical, and construction background.

Town of Southwest Ranches- Town Hall PWS 4064402
System Flow Diagram



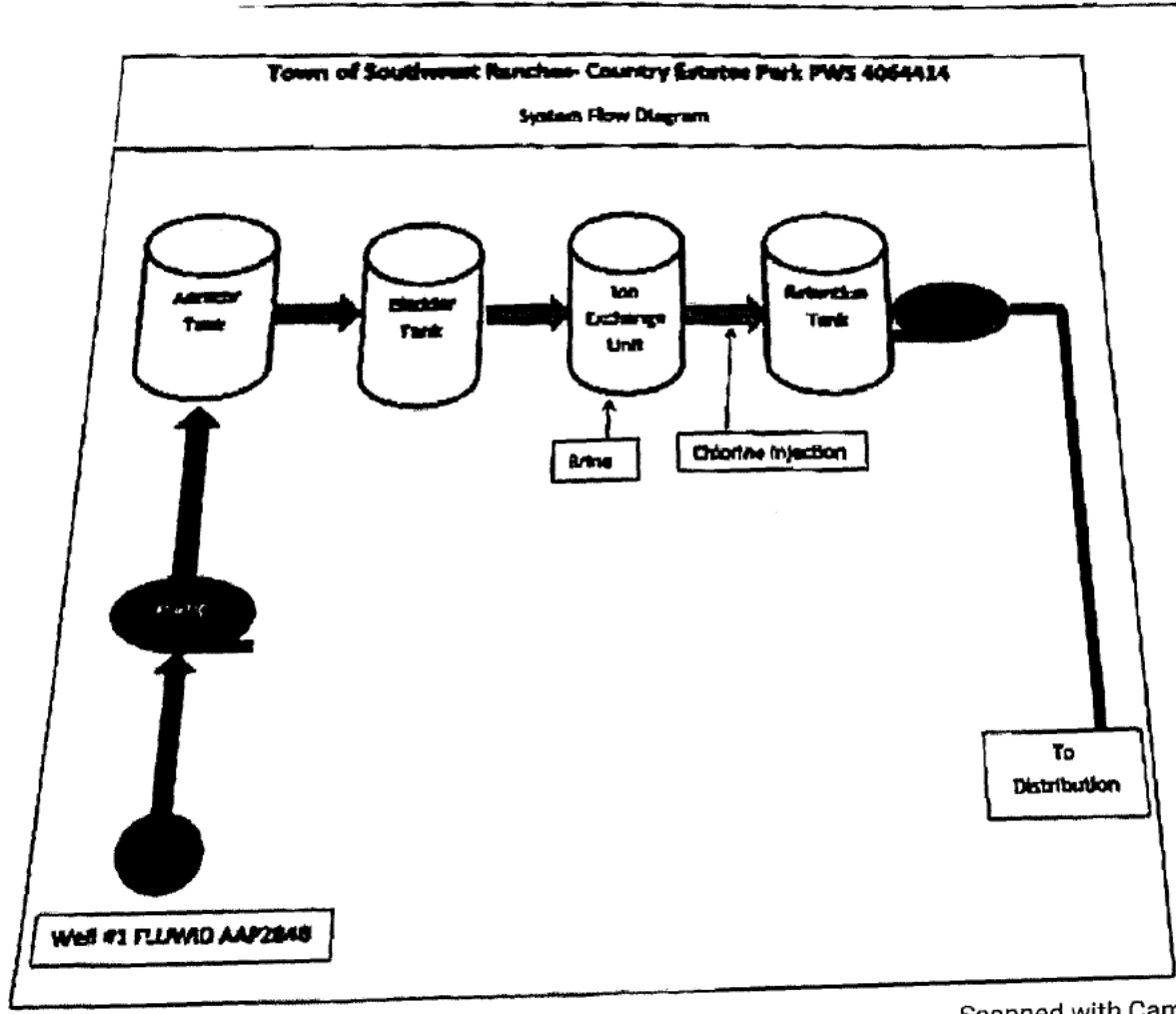
Scanned with CamScanner

Town of Southwest Ranches – Rolling Oak Barn WTP



PHOTOS

Scanned with CamScanner



Scanned with CamScanner



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

D'ANGELO, LEONARDO

LDS GC SERVICES CORP
242 BUTTON BUSH LANE
WELLINGTON FL 33414

LICENSE NUMBER: CGC1526388

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Company ID Number: 1581367

E-VERIFY**CORPORATE COMPANY****If you have any questions, contact E-Verify at 888-464-4218.****INFORMATION REQUIRED
FOR E-VERIFY**

Information relating to your Company:

Company Name:	All Water Service
Company Facility Address:	242 button bush ln
	Wellington, FL 33414
County or Parish:	PALM BEACH

Company ID Number: 1581367

Information relating to the Corporate Administrator(s) for your Company on policy questions or operational problems:

Name Leonardo DAngelo
Phone Number (321) 960 - 9975
Fax Number
Email Address allwaterservice321@hotmail.com

Page intentionally left blank

State of Florida
Department of Environmental Protection

ISSUED: 2/13/2019 LICENSE NO.: 0008087

THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR. NAMED BELOW IS
LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2021

LEONARDO DANGELO

RON DESANTIS NOAH VALENSTEIN

GOVERNOR SECRETARY

DISPLAY IS REQUIRED BY LAW



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/2/2020

EXPIRATION DATE: 5/2/2022

PERSON: LEONARDO D'ANGELO

EMAIL: LDSCORP@OUTLOOK.COM

FEIN: 825145348

BUSINESS NAME AND ADDRESS:

LDS GC SERVICES CORP

242 BUTTON BUSH LANE

WELLINGTON, FL 33414

SCOPE OF BUSINESS OR TRADE:

Concrete Work Incidental To
The Construction Of Private
Residence

Carpentry NOC

Carpentry Installation Of
Cabinet Work or Interior Trim

Fence Installation and Repair-
Metal, Vinyl, Wood or
Prefabricated Concrete Panel
Fence Installed By Hand

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01153158

QUESTIONS? (850) 413-1609

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
AUTO RATE QUOTE

EXHIBIT "A"
August 25, 2020

PREPARED ESPECIALLY FOR:

PREPARED BY:

ALL WATER SERVICE, LLC
242 BUTTON BUSH LN
WELLINGTON, FL 33414-6313

FREILICH INSURANCE AGCY
13790 NW 4th St, STE 104
Sunrise, FL
33325-6216
(954) 370-8484

H: (561) 792-9429

INITIALS: AL

VEHICLE #1
MODEL YEAR: 2013
VEH. DESC: RAM 1500 PICKUP

TERRITORY: 083 USE: Business
PRIN OPER: LEO
COMPREHENSIVE RATING GROUP: 18
COLLISION RATING GROUP: 21
LIABILITY RATING GROUP: 7

QUOTE EFF: August 19, 2020
RATES EFF: April 20, 2020

POLICY COVERAGES AS FOLLOWS:

	LIMITS	SEMI-ANNUAL PREMIUM
AUTOMOBILE LIABILITY	500/500/500	\$670.50
NO FAULT/PERSONAL INJURY PROTECTION	P10	\$111.31
COMPREHENSIVE \$500 DEDUCTIBLE	ACV	\$33.06
COLLISION \$500 DEDUCTIBLE	ACV	\$139.35
TOTAL OF 6 MONTH PREMIUM		\$954.22
MONTHLY PREMIUM (SERVICE CHARGE NOT INCLUDED)		\$159.04
APPLICABLE DISCOUNTS:		
HOD-OWN W/MORTGAGE-HOME		
VEHICLE SAFETY		
ANTI-THEFT DEVICE		
ANTI-LOCK BRAKES		
GOOD DRIVING DISCOUNT		
ANNUAL MILEAGE		

This example of some of the available coverages and limits is not a contract, binder, or recommendation of coverage. All coverages are subject to the terms and conditions contained in the policy and endorsements. Because the rate charged must be in compliance with the Company's rules and rates, rate quotes are subject to revision if different rates are effective at the time of policy issuance. This policy inquiry rate quote may be revised if any of the information used for rating is changed. If you have any questions, please contact my office.

0066234 11-24
Office AU # 1210(8)
Remitter: LEONARDO D'ANGELO
Purchaser: LEONARDO D'ANGELO
Purchaser Account: 3000209978658
Operator I.D.: 11007715
Funding Source: Paper Item(s)

CASHIER'S CHECK

SERIAL #: 6623402255
ACCOUNT#: 4861-513232

August 24, 2020

PAY TO THE ORDER OF ***TOWN OF SOUTHWEST RANCHES FL***

****One Thousand Three Hundred Fifty-Six and 00/100 -US Dollars ****

****\$1,356.00****

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
13840 WELLINGTON TRACE
WELLINGTON, FL 33414
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE
AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 1,356.00

NON-NEGOTIABLE

Purchaser Copy

FB004 04200 80276792

PRINTED ON LINEMARK PAPER. HOLD TO LIGHT TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0066234 11-24
Office AU # 1210(8)
Remitter: LEONARDO D'ANGELO
Operator I.D.: 11007715

CASHIER'S CHECK

6623402255

August 24, 2020

PAY TO THE ORDER OF ***TOWN OF SOUTHWEST RANCHES FL***

****One Thousand Three Hundred Fifty-Six and 00/100 -US Dollars ****

****\$1,356.00****

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
13840 WELLINGTON TRACE
WELLINGTON, FL 33414
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1,356.00

Marcia P. Lee
CONTROLLER

6623402255 112100024814861 513232

Detail by FEI/EIN Number

Florida Limited Liability Company

ALL WATER SERVICE LLC

Filing Information**Document Number** L17000206638**FEI/EIN Number** 82-4758429**Date Filed** 10/05/2017**Effective Date** 01/01/2018**State** FL**Status** ACTIVE**Principal Address**

242 BUTTON BUSH LN

WELLINGTON, AL 33414

Changed: 03/04/2019

Mailing Address

242 BUTTON BUSH LN

WELLINGTON, AL 33414

Changed: 03/04/2019

Registered Agent Name & Address

D'ANGELO, LEONARDO

242 BUTTON BUSH LN

WELLINGTON, FL 33414

Authorized Person(s) Detail**Name & Address**

Title AR

D'ANGELO, LEONARDO

242 BUTTON BUSH LN

WELLINGTON, FL 33414

Annual Reports

Report Year	Filed Date
2019	03/04/2019
2020	03/09/2020

Document Images

03/09/2020 -- ANNUAL REPORT	View image in PDF format
---	--

03/04/2019 -- ANNUAL REPORT	View image in PDF format
---	--

10/05/2017 -- Florida Limited Liability	View image in PDF format
---	--

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

EXHIBIT "A"
Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ALL WATER SERVICE LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
242 BUTTON BUSH LN

6 City, state, and ZIP code
WELLINGTON, FL 33414

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

8	2	-	4	7	5	8	4	2	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►  Date ► **10/6/20**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.


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Interactive TIN Session: Interactive Results

This screen provides you with the results of your TIN Match request. The 'Match Indicator' displays a code next to the TIN and name combination. Use the codes below to interpret your results:

- 0 = TIN and Name combination matches IRS records.
- 1 = TIN was missing or TIN not 9-digit numeric.
- 2 = TIN entered is not currently issued.
- 3 = TIN and Name combination does not match IRS records.
- 4 = Invalid TIN Matching request.
- 5 = Duplicate TIN Matching request.
- 6 = TIN and Name combination matches IRS SSN records.
- 7 = TIN and Name combination matches IRS EIN records.
- 8 = TIN and Name combination matches IRS SSN and EIN records.

Important: Before leaving this screen, you may want to do a **Print Screen** of the results. Once you exit this screen, the interactive results will no longer be available for viewing.

Using the TIN Matching system allows you to verify the accuracy of taxpayer TIN and name information prior to submitting information to IRS. Internal Revenue Code 6724 provides any penalties under Section 6721 may be waived if the filer shows the failure to file a correct TIN on an information return was due to reasonable cause and not willful neglect. Filers may prove due diligence and receive a waiver from proposed penalties if they prove the TIN and name combination they submitted matched IRS records. Providing a copy of the Print Screen of your Interactive Results will be considered proof of due diligence.

ID	TIN Type	TIN	Name	Result Code
1	EIN	82-4758429	ALL WATER SERVICE LLC	0

You may do either of the following:

- Select *Another Tin Matching Request* to check more TIN and Name combinations.
- Select *Done* to return to the TIN Matching home page.

[ANOTHER TIN MATCHING REQUEST](#)
[DONE >](#)

[IRS Privacy Policy](#) | [Privacy Notice](#)
version 20.7.8

STS WATER PLANT O&M INDEX

WELL PUMP.....1

WATER SOFTNER & CARBON FILTER TIMER
HEADS.....2

CHLORINE DOSING PUMP.....3

1" WATER METER.....4

CONTACT TANK.....5

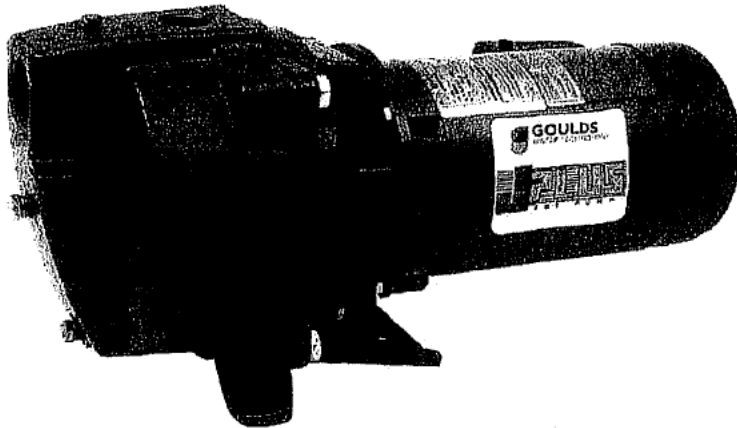
EXPASION TANK.....6

BOOSTER STATION.....7

WELL PUMPS

TECHNICAL BROCHURE

BJS+ R1



JS+ J5S, J5SH, J7S, J10S, J15S well
SHALLOW WELL JET PUMPS - ½, ¾, 1 AND 1½ HP



Residential Water Systems

FEATURES

Compact: Design has an integral shallow well adapter built into the casing, which eliminates the need for a separate shallow well adapter.

Serviceable:

- Back pullout design allows disassembly of pump for service without disturbing piping.
- Two compartment motor for easy access to motor wiring and replaceable components.
- Nozzle clean out plug in pump case.
- Corrosion resistant, engineered plastic tubing and fittings are easily removed for cleaning. Premium O-ring design fittings need only be hand tight to seal.

Impeller: F.D.A. compliant, glass filled Noryl®. Corrosion and abrasion resistant.

Diffuser (Guidevane): Bolt down diffuser provides positive alignment with impeller. Diffuser also has stainless wear ring for extended performance in abrasive conditions. F.D.A. compliant, injection molded, food grade, glass filled Lexan® for durability and abrasion resistance.

Tubing and Fittings: F.D.A. compliant engineered plastic is corrosion and U.V. resistant.

Powered for Continuous Operation: Pump ratings are within the motor manufacturer's recommended working limits. Can be operated continuously without damage.

Corrosion Resistant: Electro-coated paint process is applied inside and out, then baked on.

Protected Mechanical Seal: Special diaphragm design retains water in the casing at all times to ensure the mechanical seal can never run dry.

Excellent Air Handling Ability: After initial priming the pump has the ability to re-prime itself even when air gets into the system. Pumping resumes once the water level rises above the foot valve.

APPLICATIONS

Specifically designed for the following uses:

- Homes
- Cottages
- Booster service

SPECIFICATIONS

Pump:

- Pipe connections: 1 ¼" NPT suction and 1" NPT discharge
- Pressure switch: AS4 preset (30-50 PSI).

Motor:

- NEMA standard
- 60 Hz
- ½ - 1 ½ HP, 115/230 V capacitor start
- Single phase
- 3500 RPM
- Built-in overload with automatic reset
- Stainless steel shaft
- Rotation: clockwise when viewed from motor end
- UL778 listed

Maximum temperature: 140°F.

SYSTEM COMPONENTS

- **Basic Pump Unit:** Includes pump with integral shallow well jet (nozzle and venturi), motor, pressure switch and tubing.

AGENCY LISTINGS



Canadian Standards Association



Underwriters Laboratories®

MODEL INFORMATION

CSA Listed Order No.	U.L. Listed (Indoor use) ¹ Order No.	HP
J5S	J5SUL	½
J5SH	J5SHUL	½
J7S	J7SUL	¾
J10S	J10SUL	1
J15S	J15SUL	1 ½

← Booster
← Well

Residential Water Systems

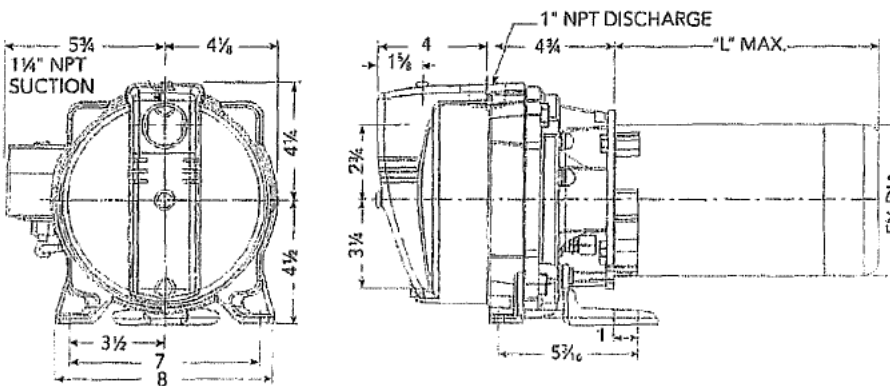
SHALLOW WELL PERFORMANCE RATINGS

HP/Model	½ HP - J5S					½ HP - J5SH					¾ HP - J7S					1 HP - J10S					1½ HP - J15S					
Nozzle	AN017					AN019					AN018					AN018					AN022					
Venturi	AD3332					AD3328					AD3336					AD3339					AD3342					
	Discharge Pressure - PSI					Discharge Pressure - PSI					Discharge Pressure - PSI					Discharge Pressure - PSI					Discharge Pressure - PSI					
Total Suction Lift (feet)	20	30	40	50	Max. Shut off (PSI)	20	30	40	50	60	Max. Shut off (PSI)	30	40	50	60	Max. Shut off (PSI)	30	40	50	60	Max. Shut off (PSI)	30	40	50	60	Max. Shut off (PSI)
	Gallons per minute					Gallons per minute					Gallons per minute					Gallons per minute					Gallons per minute					
5	17.5	16.5	10.2	5.0	63	11.5	11.3	11.0	7.7	4.8	83	21.3	18.3	12.5	6.6	70	24.8	24.4	16.6	9.9	74	26.6	26.3	25.0	15.6	80
10	15.7	14.4	9.2	4.3	61	10.3	10.0	9.6	7.0	4.2	81	18.8	17.3	11.3	5.0	68	22.9	22.2	15.8	8.6	72	24.7	24.3	22.6	13.9	77
15	13.7	12.5	8.0	3.6	59	8.8	8.6	8.3	6.3	3.7	79	16.4	15.5	9.6	3.7	66	19.8	19.5	13.8	6.9	70	21.6	21.5	20.4	12.9	75
20	11.5	10.4	7.1	2.3	57	7.0	7.0	6.8	5.8	3.2	76	13.6	13.2	8.3	2.0	63	16.6	16.6	12.2	5.6	67	18.1	18.0	17.6	12.0	73
25	8.7	8.6	6.2	1.3	54	5.3	5.2	5.2	5.0	2.8	73	10.0	9.9	6.4	1.0	59	12.5	12.4	10.4	3.6	65	14.0	14.0	14.0	10.1	71

↑ ↑
 Booster Well
 ↓ ↓

DIMENSIONS AND WEIGHTS

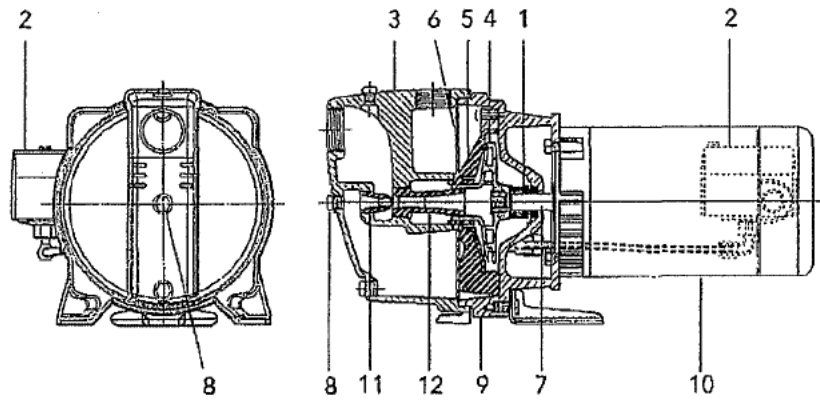
Model	J5S	J5SH	J7S	J10S	J15S
Wt. (lbs.)	43	43	47	50	60
Length	17¼	17¼	18¼	18¾	19¼
Width	9⅞				
Height	8¾				
HP	½	½	¾	1	1½
"L" Max.	8½	8½	9½	10	10½



(All dimensions are in inches and weights in lbs. Do not use for construction purposes.)

COMPONENTS

Item No.	Description
1	Mechanical seal
2	Pressure switch
3	Casing
4	Impeller
5	Diffuser (Guidevane)
6	Diaphragm
7	Stainless steel shaft
8	Nozzle clean-out plug
9	Motor adapter
10	Motor
11	Nozzle
12	Venturi (diffuser)



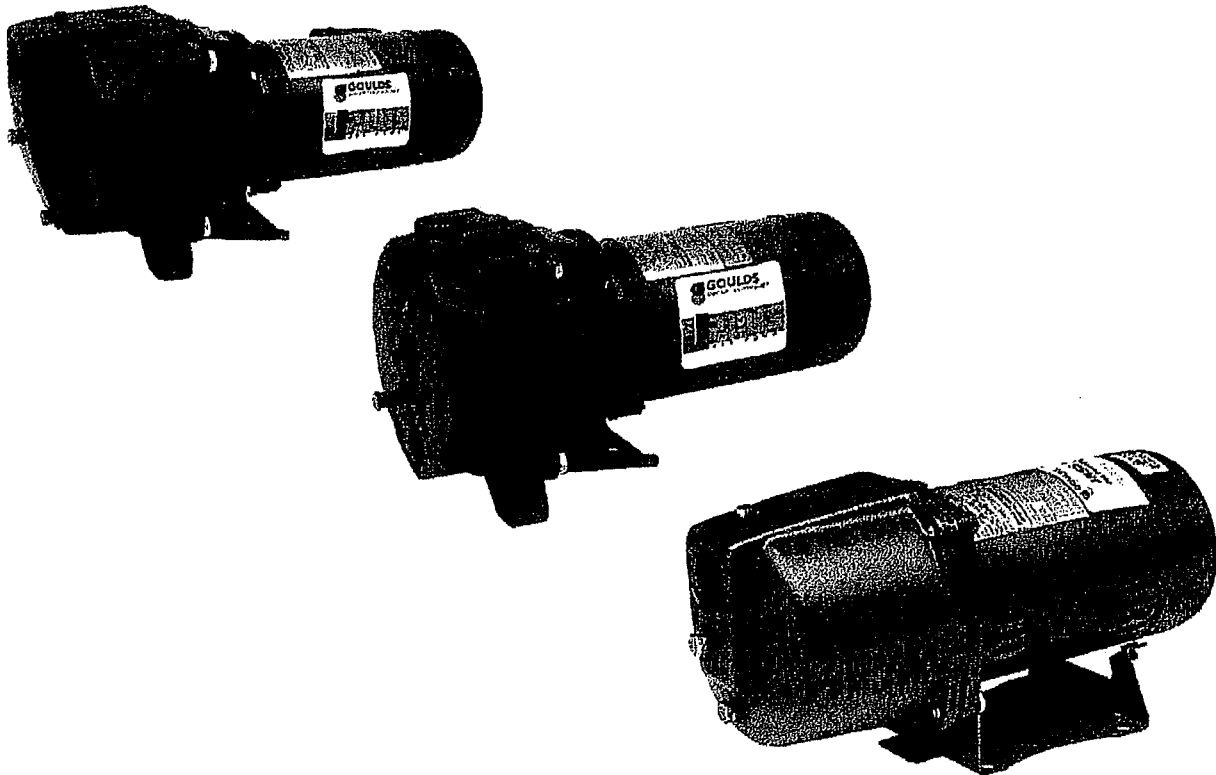
xylem
Let's Solve Water

Xylem Inc.
2881 East Bayard Street Ext., Suite A
Seneca Falls, NY 13148
Phone: (866) 325-4210
Fax: (888) 322-5877
www.gouldswatertechnology.com

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JET PUMP REPAIR PARTS

2012
P. 1500



Residential Water Systems

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The 10K2 has been replaced in production and as a repair part by the 10K10. The 10K10, John Crane Type 6, is a superior seal with a carbon rotary face, a ceramic stationary seat and BUNA N elastomers.

Residential Water Systems

MODEL J+ and JS+

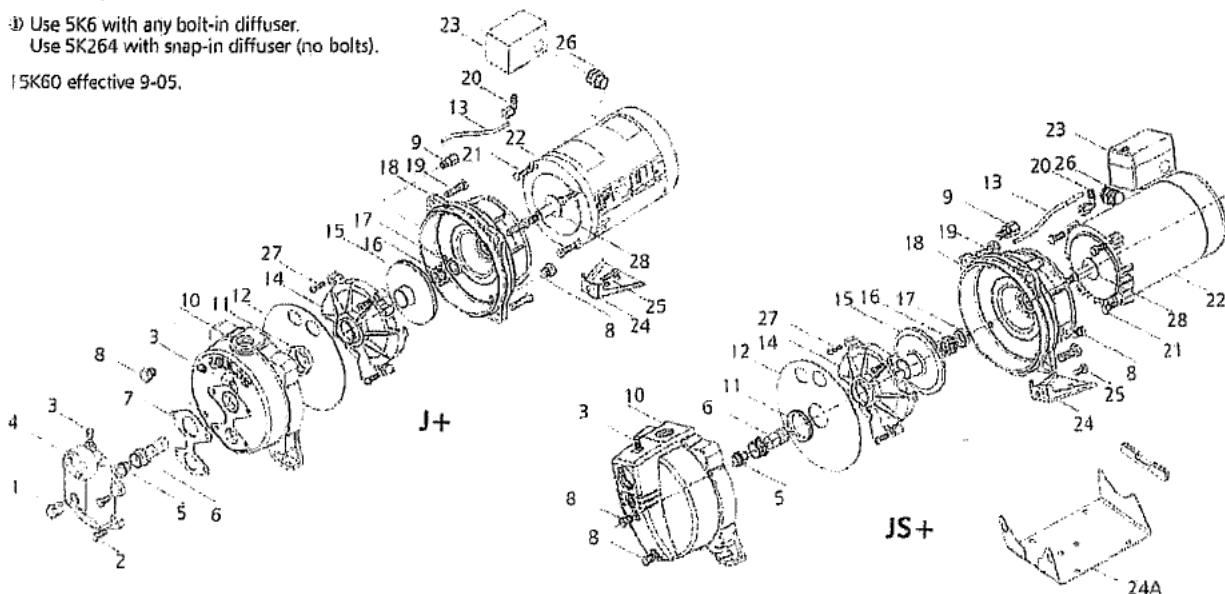
Item No.	Part Description	Material	J+ Series Repair Part No.					JS+ Series Repair Part No.				
			J5	J5H	J7	J10	J15	J5S	J5SH	J7S	J10S	J15S
1	Pipe plug - 1/2" NPT	Steel, plated	6K68					-				
2	Hex cap screw	Steel	13K1					-				
3	Pipe plug - 1/2" NPT	Steel, plated	6K1					6K1				
4	Shallow well adapter	Cast iron	4K62					-				
5	Nozzle	Delrin [®]	AN017	AN019	ANO18		AN022	AN017	AN019	ANO18		AN022
6	Venturi tube	Lexan [®] on model JS+ Durez [®] on model J+	AD3731	AD3528	AD3536	AD3538	AD3542	AD3332	AD3328	AD3336	AD3339	AD3342
7	Gasket	BUNA - FDA/NSF	5K108					-				
8	Drain plug - 1/2" NPT	Steel, plated	6K2					6K2				
9	Straight connector	Polypropylene	6K100					6K100				
10	Casing	Cast iron	1K311 (59395)					1K333 (59240)				
11	Seal ring	BUNA - FDA/NSF	5K6 or 5K231 Ⓢ					5K6 or 5K231 Ⓢ				
12	Diaphragm	BUNA - FDA/NSF	5K162					5K162				
13	Tubing	Polypropylene	6K92	6K93	6K101	6K102		6K92	6K93	6K101	6K102	
14	Diffuser (guidevane)	Lexan [®] 10% G.F.	3K75	3K67		3K68		3K75	3K67		3K68	
15	Impeller	Noryl [®] 20% G.F.	2K4	2K60	2K61	2K706		2K4	2K60	2K61	2K706	
16	Mechanical seal, rotary	Teeplelite	10K10					10K10				
17	Mechanical seal, stationary	Ceramic										
18	Motor adapter	Cast iron	1K310 (59394)					1K310 (59394)				
19	Casing bolts	Steel	13K102					13K102				
20	Elbow connector	Polypropylene	6K94					6K94				
21	Motor adapter bolts	Steel	13K69					13K69				
22	Motor	Stainless steel shaft	J04853R	J05853R	J06853R	J07858R		J04853R	J05853R	J06853R	J07858R	
23	Pressure switch	NA	AS4					AS4				
24	Pump foot	Steel	4K408					4K408				
24A	Pump Base Assembly with Rubber Channel Replaces foot 4K408	Steel	-				15K60	-				15K60
25	Pump foot bolt	Steel	13K252					13K252				
26	Switch con. with locknut	Steel	6K24					6K24				
27	Fillister head machine screw	Stainless steel	13K4					13K4				
28	Deflector	BUNA	5K7					5K7				

NOT SHOWN:

Casing J05LT for tank mounted models 1K58
 Gland Nut Assembly for J05LT 4K12
 Bottom Plug for 1K58 6K59

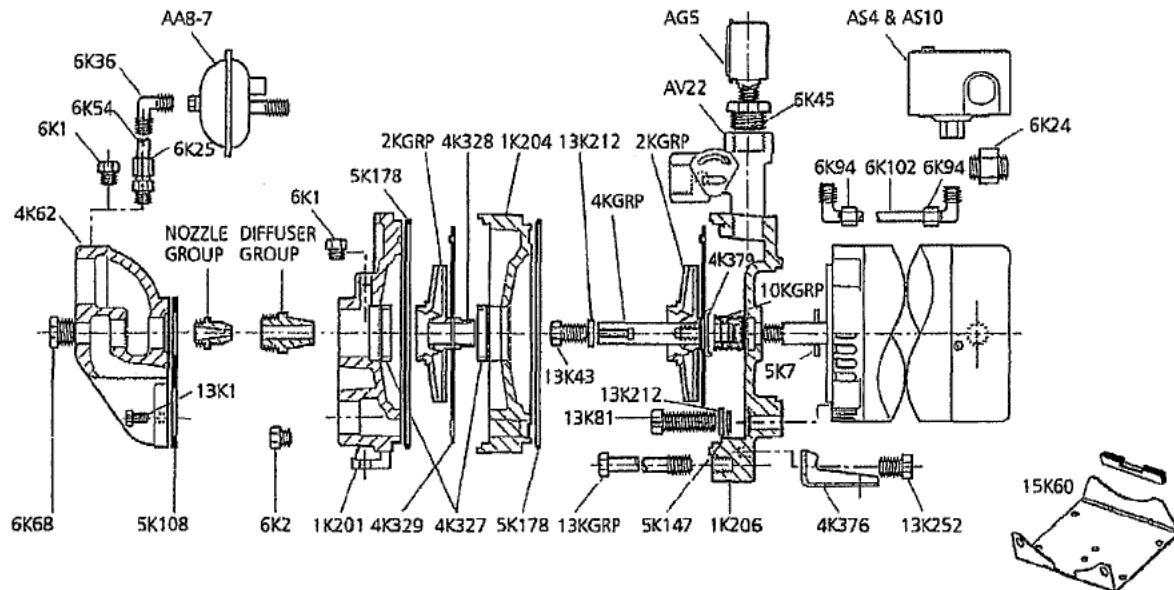
Ⓢ Use 5K6 with any bolt-in diffuser.
 Use 5K264 with snap-in diffuser (no bolts).

15K60 effective 9-05.



Residential Water Systems

MODEL HSI



Part No.	Part Name	Pattern No.
1K201	Casing (4 bolt S.W.A.)	59160
1K204	Intermediate stage	59157
1K206	Motor adapter	59156
2K289	Impeller - ¾ and 1 ½ HP HSI models	
2K290	Impeller - 1 and 2 HP HSI models	
4K62	Adapter - shallow well (4 bolt)	55548
4K308	Foot - old style (cast)	
4K327	Wear ring	
4K328	Sleeve	
4K329	Coverplate - 1 per stage	
4K331	Shaft extension - 2 stage, ¾ and 1 HP	
4K332	Shaft extension - 3 stage, 1 ½ and 2 HP	
4K376	Foot - (stamped)	
15K60	Pump Base Assembly with Rubber Channel Replaces foot 4K408	
4K379	Retainer - shaft sleeve assembly	
5K7	Deflector	
5K147	O-ring - motor adapter bolts	
5K108	Gasket - S.W. adapter (4 bolt)	
5K178	O-ring - casing and intermediate stage	
6K1	Pipe plug ½" NPT	
6K2	Pipe plug ¼" NPT	
6K24	Switch connector with nut	
6K25	Comp. fitting ½" NPT x ¼" tubing	
6K36	Comp. fitting elbow ½" NPT x ¼" tubing	
6K45	Reducing bushing ¼" x 1" NPT	
6K68	Pipe plug ½" NPT	
6K94	Elbow fitting (tubing)	
6K102	Tubing	
10K10	Shaft seal assembly	
13K43	Impeller bolt	
13K71	Bolt - foot to adapter (old foot)	
13K81	Bolt - adapter to motor	
13K1	Bolt - S.W. adapter (4 bolt)	
13K212	Washer - impeller and adapter	
13K213	Bolt - casing to adapter, 2 stage models	
13K214	Bolt - casing to adapter, 3 stage models	
13K252	Bolt - foot to adapter	

Part No.	Part Name	Pattern No.
AG2	Pressure gauge - 200 PSI maximum	
AG5	Pressure gauge - 100 PSI maximum	
AS4	Pressure switch - ¾, 1, 1 ½ HP rated	
AS10	Pressure switch - 2 HP rated	
AV22	Pressure control valve	
AA8-7	Air volume control valve - used with galvanized tanks	

MOTOR CODES

HP	Model	Order No.
¾	HSJ07N, 2 stage	J05853R
1	HSJ10N, 2 stage	J06853R
1 ½	HSJ15N, 3 stage	J07858R
2	HSJ20N, 3 stage	J08854R

SHALLOW WELL FITTINGS PACKAGES

HP	Model	Nozzle Group	Diffuser Group
¾	HSJ07N	AN012	AD3432
1	HSJ10N	AN012	AD3437
1 ½	HSJ15N	AN012	AD3439
2	HSJ20N	AN012	AD3448

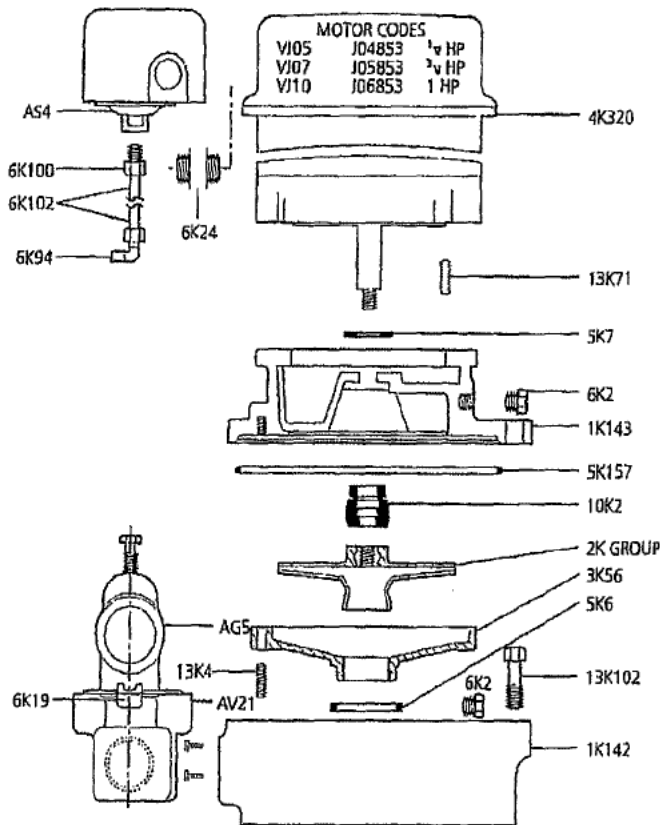
2 BOLT SHALLOW WELL ADAPTER - OBSOLETE (NOT AVAILABLE)

4K312	Adapter - shallow well (2 bolt)
5K173	Gasket - shallow well adapter (2 bolt)
13K1	Bolt - shallow well adapter (2 bolt)

- ① Casing for 2 bolt shallow well adapter not available. Order 1K261 kit which includes pump casing, 4 bolt adapter, gasket and bolts.
② Includes 4K379, 13K43 and 13K212.

Residential Water Systems

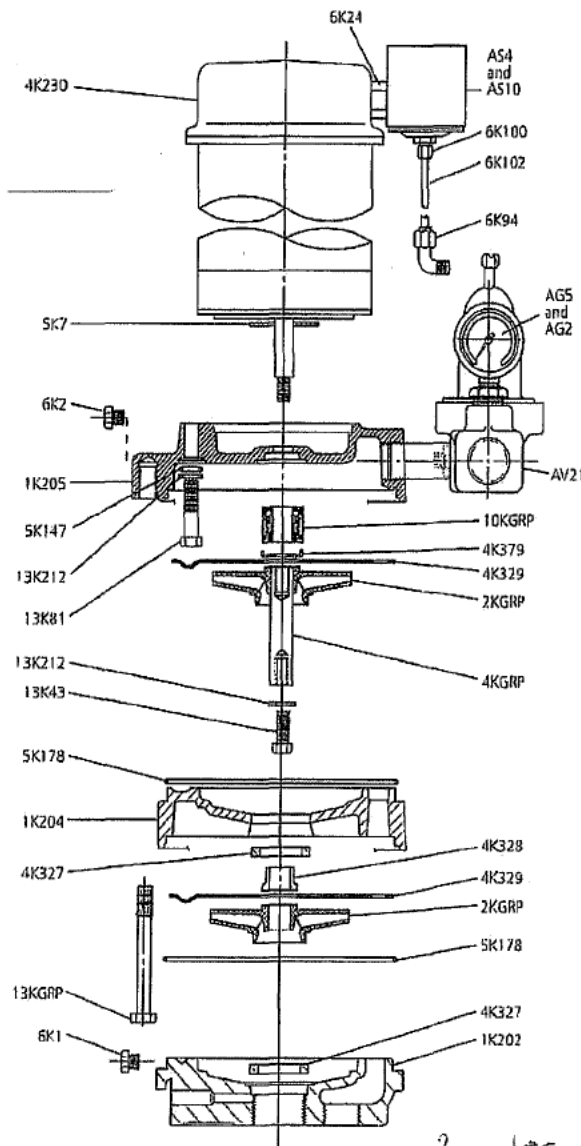
MODEL VJ



Part No.	Part Name	Pattern No.
1K142	Casing	59202
1K143	Motor adapter	59014
2K61	Impeller 1/4 and 1 HP	2K GROUP
2K204	Impeller 1/2 HP	
3K56	Guidevane - 1/2, 3/4, 1 HP	
4K230	Drip cover - 48FR (A.O. Smith motor)	
5K6	Seal ring - guidevane	
5K7	Deflector	
5K157	O-ring	
6K2	Plug 1/4 NPT	
6K19	Reducing bushing 3/4" x 1/4" (for AG5)	
6K24	Switch connector with nut	
6K94	Elbow fitting (tubing)	
6K100	Straight fitting (tubing)	
6K102	Tubing	
10K10	Shaft seal assembly	
13K4	Screw - guidevane	
13K71	Bolt - motor adapter to motor	
13K102	Bolt - casing to motor adapter	
AG5	Pressure gauge	54382
AS4	Pressure switch	
AV21	Pressure control valve	

Residential Water Systems

MODEL SJ



Part No.	Part Name	Pattern No.
1K202	Casing – twin pipe system and packer	59159
1K203	Casing – packer system (OBSOLETE)	Use 1K202
1K204	Intermediate stage	59157
1K205	Motor adapter	59156
2K289	Impeller – ¾ and 1 ½ HP models	
2K290	Impeller – 1 and 2 HP models	
4K230	Drip cover	
4K327	Wear ring	
4K328	Sleeve	
4K329	Coverplate	
4K379	Retainer – shaft seal assembly	
①4K331	Shaft extension – 2 stage, ¾ and 1 HP models	
①4K332	Shaft extension – 3 stage, 1 ½ and 2 HP models	
②4K375	Retaining ring (OBSOLETE)	
5K7	Deflector	
5K147	O-ring – motor adapter bolts	
5K178	O-ring – casing and intermediate stage	
6K1	Pipe plug ½" NPT	
6K2	Pipe plug ¼" NPT	
6K19	Reducing bushing ¼" x ¾" NPT	
6K24	Switch connector with nut	
6K94	Elbow fitting (tubing)	
6K100	Straight fitting (tubing)	
6K102	Tubing	
10K10	Shaft seal assembly	
13K43	Impeller bolt	
13K81	Bolt – adapter to motor	
13K212	Washer – impeller and adapter	
13K213	Bolt – casing to adapter ¾ and 1 HP models	
13K214	Bolt – casing to adapter 1 ½ and 2 HP models	
③13K250	Impeller washer (OBSOLETE)	
AG2	Pressure gauge – 200 PSI max.	
AG5	Pressure gauge – 100 PSI max.	
AS4	Pressure switch – ¾, 1 HP, 1 ½ HP rated	
AS10	Pressure switch – 2 HP rated	
AV21	Pressure control valve	
AAB-7	Air volume control valve (not shown)	

① Includes 4K379, 13K43 and 13K212.

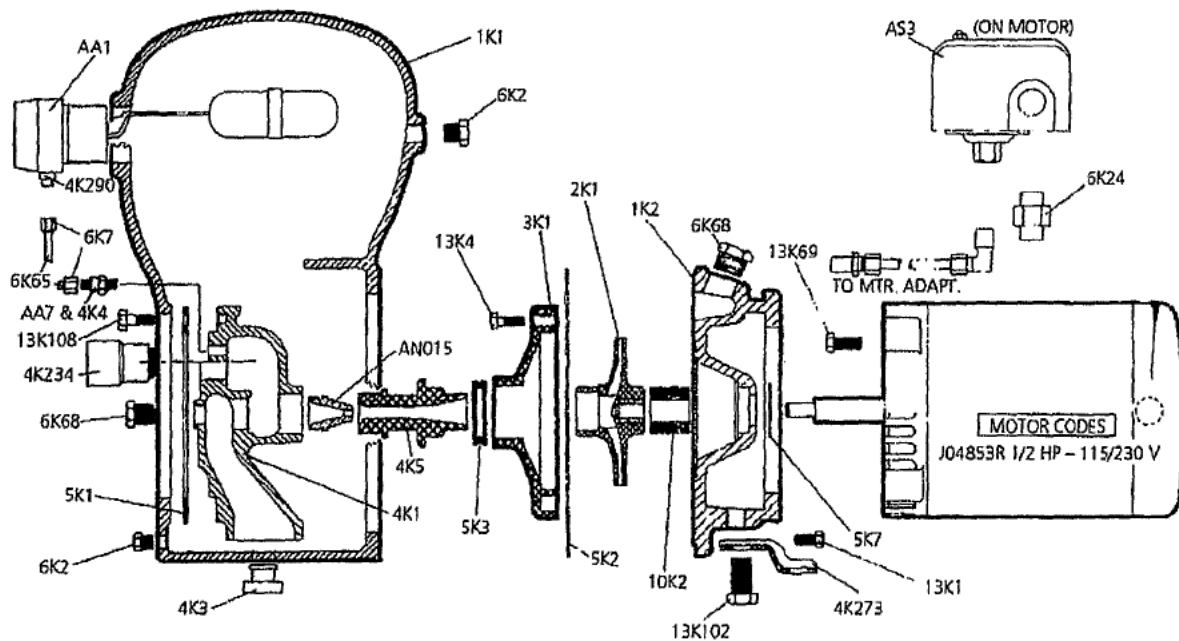
② Models built December 1988 through February 1991 used a retaining ring. Replace with 4K331 or 4K332 shaft extension assembly.

MOTOR CODES

HP	Model	Order No.
¾	SJ07, SJ07PK	JO5853R
1	SJ10, SJ10PK	JO6853R
1 ½	SJ15, SJ15PK	JO7858R
2	SJ20, SJ20PK	JO8854R

Residential Water Systems

MODEL BF035



Part No.	Part Name	Pattern No.
1K1	Casing with plug and 2 grommets	52125
1K2	Motor adapter with plug and foot	52932
2K1	Impeller	
3K1	Guidevane	
4K1	Backplate	52126
4K2	Strainer (with retaining wire)	
4K3	Rubber grommet	
4K4	Air valve core (fits inside AA7)	
4K5	Diffuser	
4K63	Foot	
4K234	Check valve	
4K290	Valve assembly (fits inside AA1)	
5K1	Gasket - backplate	
5K2	Gasket - casing	
5K3	Seal ring - guidevane	
5K7	Deflector	
5K175	O-ring connect A.V.C. tubing to AA7	

Part No.	Part Name	Pattern No.
6K1	Plug 1/8 NPT (old style)	
6K2	Plug 1/4 NPT	
6K7	Compression nut - A.V.C. tube (use with 5K175)	
6K24	Switch connector with nut	
6K65	Tubing - A.V.C. (2 1/8" O.D. x 9 1/4" long)	
6K68	Plug 1/2 NPT	

Part No.	Part Name	Pattern No.
10K2	Shaft seal assembly	
13K1	Bolt - adapter to casing	
13K2	Bolt - guidevane	
13K71	Bolt - motor to adapter	
13102	Bolt - foot to adapter	
13K108	Bolt - backplate to casing	
AA1	Air volume control (includes 4K290)	
AA7	Air valve (includes 4K4)	
AN015	Nozzle	
AS3	Pressure switch	

NOTE: 4K2 strainer not required on units with nozzle cleanout plug.

① 6K1 casing drain plug changed to 6K2 on 1981 and later models.

② Valve assembly 4K290 used to repair USG (black) only. 4K7 valve assembly no longer available.

WATER SOFTNER TANK

7 cu. ft. > 21" X 72"

FLECK 2850 TIMER

&

CARBON FILTER

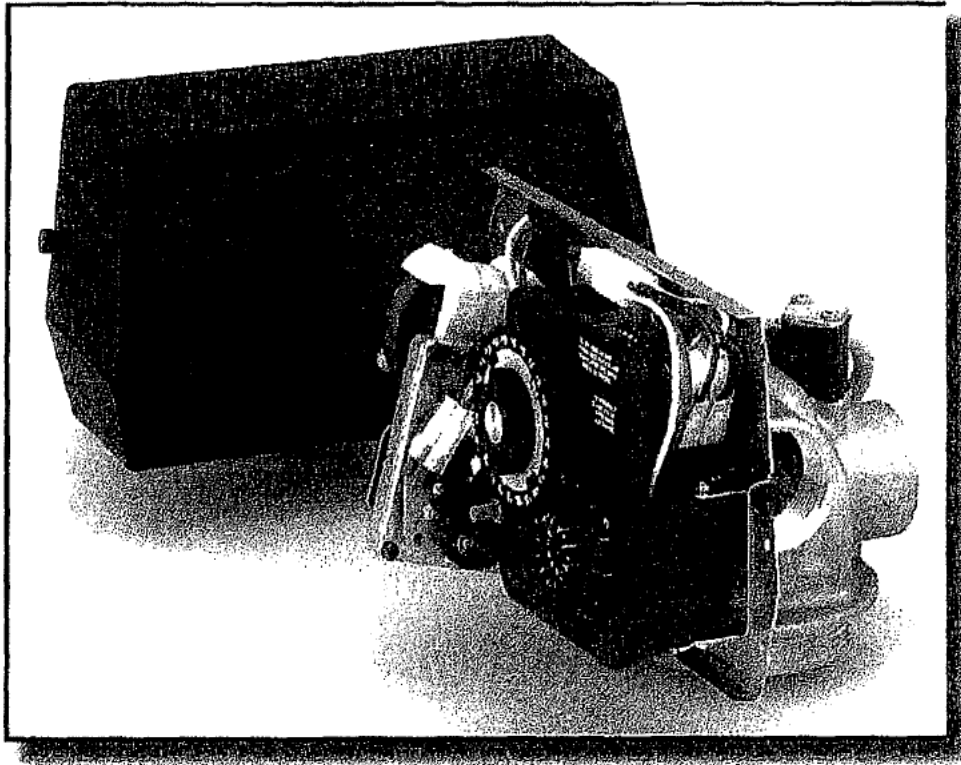
AIR INJECTION

➤ 5cu.ft. - 16"x 65"

FLECK 2850 TIMER

Model 2850

Service Manual



IMPORTANT: Fill in Pertinent Information on Page 3 for Future Reference

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IMPORTANT: The information, specifications and illustrations in this manual are based on the latest information available at the time of printing. The manufacturer reserves the right to make changes at any time without notice.

Job Specification Sheet

Job Number: _____

Model Number: _____

Water Hardness: _____ ppm or gpg

Capacity Per Unit: _____

Mineral Tank Size: _____ Diameter: _____ Height: _____

Salt Setting per Regeneration: _____

1. Type of Timer:

- A. 7 Day or 12 Day B. Meter Initiated

2. Downflow: Upflow Upflow Variable**3. Meter Size:**

- A. 3/4" Std Range (125 - 2,100 gallon setting)
 B. 3/4" Ext Range (625 - 10,625 gallon setting)
 C. 1" Std Range (310 - 5,270 gallon setting)
 D. 1" Ext Range (1,150 - 26,350 gallon setting)
 E. 1-1/2" Std Range (625 - 10,625 gallon setting)
 F. 1-1/2" Ext Range (3,125 - 53,125 gallon setting)
 G. 2" Std Range (1,250 - 21,250 gallon setting)
 H. 2" Ext Range (6,250 - 106,250 gallon setting)
 I. 3" Std Range (3,750 - 63,750 gallon setting)
 J. 3" Ext Range (18,750 - 318,750 gallon setting)
 K. Electronic _____ Pulse Count _____ Meter Size

4. System Type:

- A. System #4: 1 Tank, 1 Meter, Immediate, or Delayed Regeneration
 B. System #4: Time Clock
 C. System #4: Twin Tank
 D. System #5: 2-5 Tanks, 2 Meters, Interlock
 E. System #6: 2-5 Tanks, 1 Meter, Series Regeneration
 F. System #7: 2-5 Tanks, 1 Meter, Alternating
 G. System #9: Electronic Only, 2-4 Tanks, Meter per Valve, Alternating
 H. System #14: Electronic Only, 2-4 Tanks, Meter per Valve. Brings units on and offline based on flow.

5. Timer Program Settings:

- A. Backwash: _____ Minutes
 B. Brine and Slow Rinse: _____ Minutes
 C. Rapid Rinse: _____ Minutes
 D. Brine Tank Refill: _____ Minutes
 E. Pause Time: _____ Minutes
 F. Second Backwash: _____ Minutes

6. Drain Line Flow Control: _____ gpm**7. Brine Line Flow Controller: _____ gpm****8. Injector Size#: _____****9. Piston Type:**

- A. Hard Water Bypass
 B. No Hard Water Bypass

Installation Instructions

WATER PRESSURE: A minimum of 20 pounds (1.4 bar) of water pressure is required for regeneration valve to operate effectively.

ELECTRICAL FACILITIES: An uninterrupted alternating current (A/C) supply is required. Note: Other voltages are available. Please make sure your voltage supply is compatible with your unit before installation.

EXISTING PLUMBING: Condition of existing plumbing should be free from lime and iron buildup. Piping that is built up heavily with lime and/or iron should be replaced. If piping is clogged with iron, a separate iron filter unit should be installed ahead of the water softener.

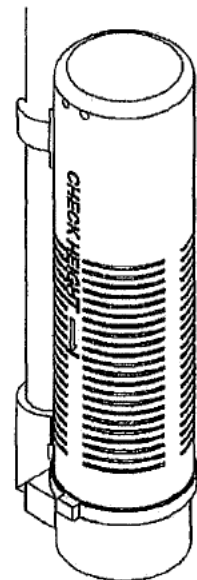
LOCATION OF SOFTENER AND DRAIN: The softener should be located close to a drain to prevent air breaks and back flow.

BY-PASS VALVES: Always provide for the installation of a by-pass valve if unit is not equipped with one.

CAUTION: Water pressure is not to exceed 125 psi (8.6 bar), water temperature is not to exceed 110°F (43°C), and the unit cannot be subjected to freezing conditions.

Installation Instructions

1. Place the softener tank where you want to install the unit making sure the unit is level and on a firm base.
2. During cold weather, the installer should warm the valve to room temperature before operating.
3. All plumbing should be done in accordance with local plumbing codes. The pipe size for residential drain line should be a minimum of 1/2" (13 mm). Backwash flow rates in excess of 7 gpm (26.5 Lpm) or length in excess of 20' (6 m) require 3/4" (19 mm) drain line. Commercial drain lines should be the same size as the drain line flow control.
4. Refer to the dimensional drawing for cutting height of the distributor tube. If there is no dimensional drawing, cut the distributor tube flush with the top of the tank.
5. Lubricate the distributor O-ring seal and tank O-ring seal. Place the main control valve on tank. Note: Only use silicone lubricant.
6. Solder joints near the drain must be done prior to connecting the Drain Line Flow Control fitting (DLFC). Leave at least 6" (15 cm) between the DLFC and solder joints when soldering pipes that are connected on the DLFC. Failure to do this could cause interior damage to the DLFC.
7. Teflon tape is the only sealant to be used on the drain fitting. The drain from twin tank units may be run through a common line.
8. Make sure that the floor is clean beneath the salt storage tank and that it is level.
9. Place approximately 1" (25 mm) of water above the grid plate. If a grid is not utilized, fill to the top of the air check (Figure 1) in the salt tank. Do not add salt to the brine tank at this time.
10. On units with a by-pass, place in by-pass position. Turn on the main water supply. Open a cold soft water tap nearby and let run a few minutes or until the system is free from foreign material (usually solder) that may have resulted from the installation. Once clean, close the water tap.
11. Slowly place the by-pass in service position and let water flow into the mineral tank. When water flow stops, slowly open a cold water tap nearby and let run until the air is purged from the unit.
12. Plug unit into an electrical outlet. Note: All electrical connections must be connected according to local codes. Be certain the outlet is uninterrupted.



60002-34REVC

Figure 1 Residential Air Check Valve



CAUTION

- Do not exceed 125 psi water pressure
- Do not exceed 110°F (43°C) water temperature
- Do not subject unit to freezing conditions

Start-Up Instructions

The water softener should be installed with the inlet, outlet, and drain connections made in accordance with the manufacturer's recommendations, and to meet applicable plumbing codes.

1. Turn the manual regeneration knob slowly in a clockwise direction until the program micro switch lifts on top of the first set of pins. Allow the drive motor to move the piston to the first regeneration step and stop. Each time the program switch position changes, the valve will advance to the next regeneration step. Always allow the motor to stop before moving to the next set of pins or spaces.

NOTE: For electronic valves, please refer to the manual regeneration part of the timer operation section. If the valve came with a separate electronic timer service manual, refer to the timer operation section of the electronic timer service manual.

2. Position the valve to backwash. Ensure the drain line flow remains steady for 10 minutes or until the water runs clear (see above).
3. Position the valve to the brine / slow rinse position. Ensure the unit is drawing water from the brine tank (this step may need to be repeated).
4. Position the valve to the rapid rinse position. Check the drain line flow, and run for 5 minutes or until the water runs clear.
5. Position the valve to the start of the brine tank fill cycle. Ensure water goes into the brine tank at the desired rate. The brine valve drive cam will hold the valve in this position to fill the brine tank for the first regeneration.
6. Replace control box cover.
7. Put salt in the brine tank.

NOTE: Do not use granulated or rock salt.

3200 Timer Setting Procedure

How To Set Days On Which Water Conditioner Is To Regenerate (Figure 2):

Rotate the skipper wheel until the number "1" is at the red pointer. Set the days that regeneration is to occur by sliding tabs on the skipper wheel outward to expose trip fingers. Each tab is one day. Finger at red pointer is tonight. Moving clockwise from the red pointer, extend or retract fingers to obtain the desired regeneration schedule.

How To Set The Time Of Day:

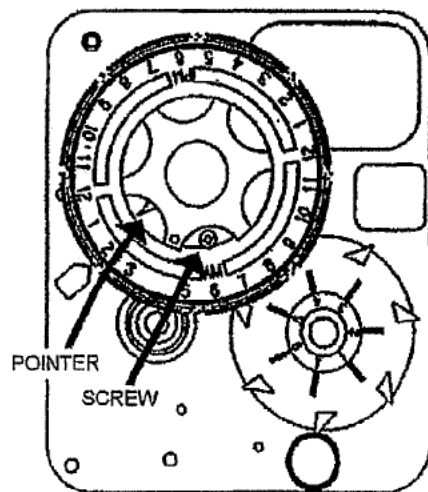
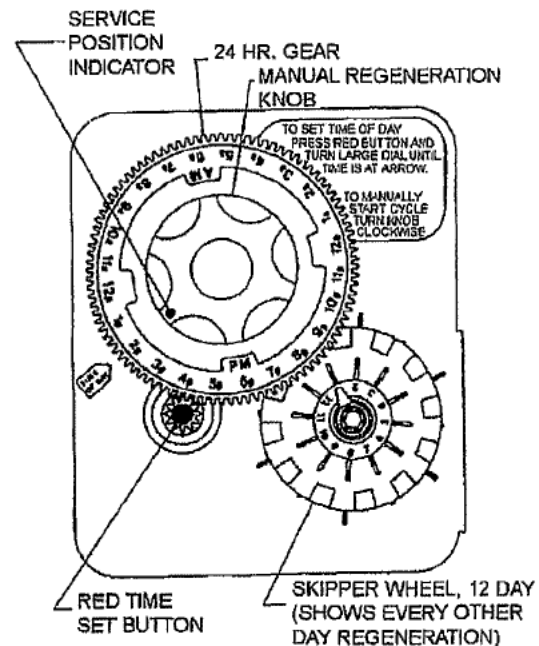
1. Press and hold the red button in to disengage the drive gear.
2. Turn the large gear until the actual time of day is at the time of day pointer.
3. Release the red button to again engage the drive gear.

How To Manually Regenerate Your Water Conditioner At Any Time:

1. Turn the manual regeneration knob clockwise.
2. This slight movement of the manual regeneration knob engages the program wheel and starts the regeneration program.
3. The black center knob will make one revolution in the following approximately three hours and stop in the position shown in the drawing.
4. Even though it takes three hours for this center knob to complete one revolution, the regeneration cycle of your unit might be set for only one half of this time.
5. In any event, conditioned water may be drawn after rinse water stops flowing from the water conditioner drain line.

How to Adjust Regeneration Time:

1. Disconnect the power source.
2. Locate the three screws behind the manual regeneration knob by pushing the red button in and rotating the 24 hour dial until each screw appears in the cut out portion of the manual regeneration knob.
3. Loosen each screw slightly to release the pressure on the time plate from the 24 hour gear.
4. Locate the regeneration time pointer on the inside of the 24 hour dial in the cut out.
5. Turn the time plate so the desired regeneration time aligns next to the raised arrow.
6. Push the red button in and rotate the 24 hour dial. Tighten each of the three screws.
7. Push the red button and locate the pointer one more time to ensure the desired regeneration time is correct.
8. Reset the time of day and restore power to the unit.



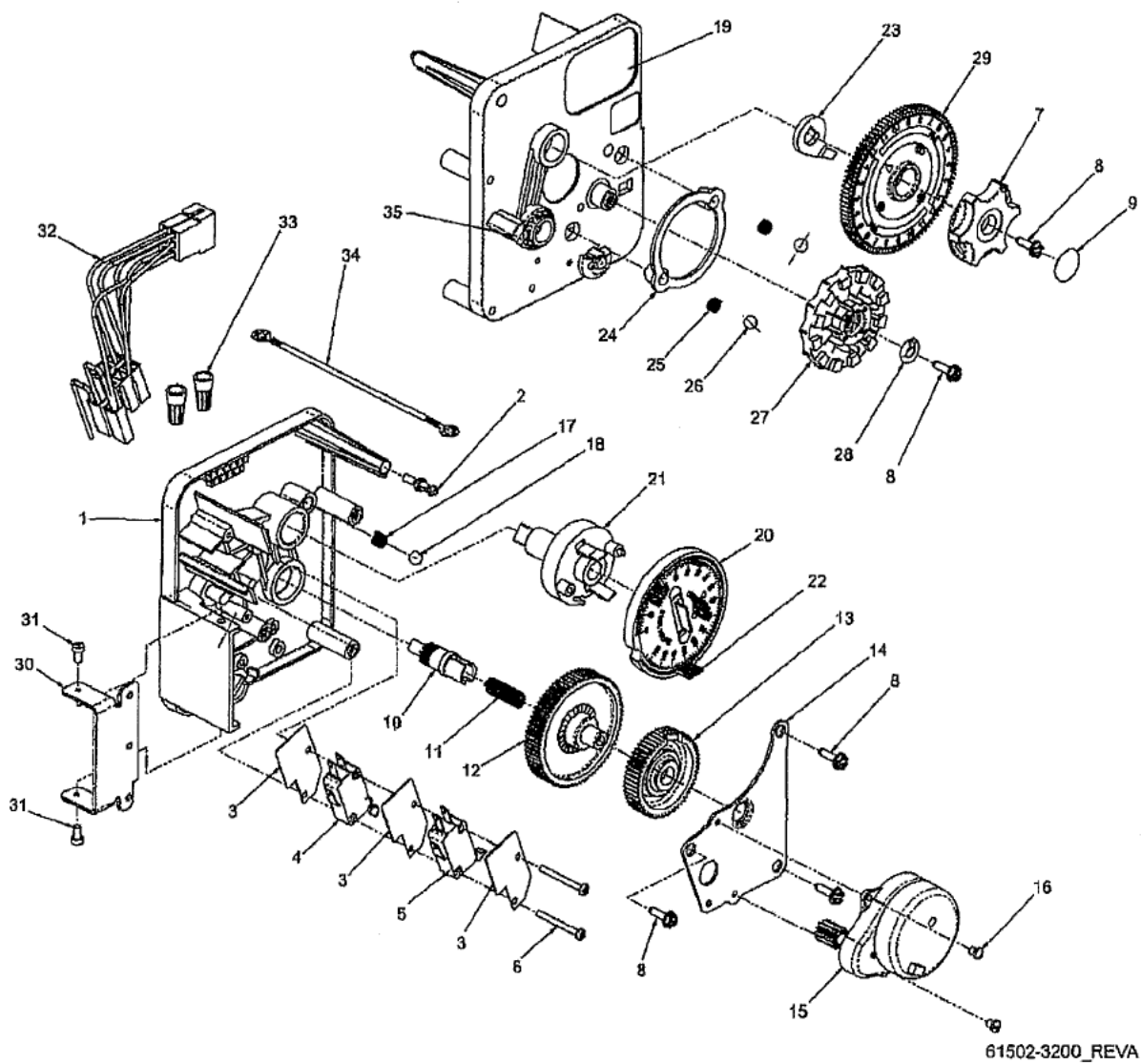
3200 ADJUSTABLE REGENERATION TIMER

IMPORTANT!
SALT LEVEL MUST ALWAYS BE ABOVE
WATER LEVEL IN BRINE TANK

61502_3200REVA

Figure 2

3200 Time Clock Timer Assembly



For Service Assembly Numbers, See the Back of this Manual

3200 Time Clock Timer Assembly

Item No.	Quantity	Part No.	Description
1.....1	1	13870	Housing, Timer, 3200
2.....1	1	14265	Clip, Spring
3.....3	3	14087	Insulator
4.....1	1	10896	Switch, Micro
5.....1	1	15320	Switch, Micro, Timer
6.....2	2	11413	Screw, Pan Hd Mach, 4-40 x 1-1/8
7.....1	1	13886	Knob, 3200
8.....5	5	13296	Screw, Hex Wsh, 6-20 x 1/2
9.....1	1	11999	Label, Button
10.....1	1	13018	Pinion, Idler
11.....1	1	13312	Spring, Idler Shaft
12.....1	1	13017	Gear, Idler
13.....1	1	13164	Gear, Drive
14.....1	1	13887	Plate, Motor Mounting
15.....1	1	18743-1	Motor, 120V, 60Hz, 1/30 RPM, 5600
		19659-1	Motor, 24V, 60Hz, 1/30 RPM
16.....2	2	13278	Screw, Sltd Fillister Hd 6-32 x .156
17.....1	1	15424	Spring, Detent, Timer
18.....1	1	15066	Ball, 1/4", Delrin
19.....1	1	15465	Label, Caution
20.....1	1	19210	Program Wheel Assy
21.....1	1	13911	Gear, Main Drive, Timer
22.....17	17	41754	Pin, Spring, 1/16 x 5/8 SS, Timer
23.....1	1	13011	Arm, Cycle Actuator
24.....1	1	13864	Ring, Skipper Wheel
25.....2	2	13311	Spring, Detent, Timer
26.....2	2	13300	Ball, 1/4", SS
27.....1	1	14381	Skipper Wheel Assy, 12 Day
		14860	Skipper Wheel Assy, 7 Day
28.....1	1	13014	Pointer, Regeneration
29.....1	1	40096-24	Dial, 12 AM Regen Assy, Black
		40096-02	Dial, 2 AM Regen Assy, Black
30.....1	1	13881	Bracket, Hinger Timer
31.....2	2	11384	Screw, Phil, 6-32 x 1/4 Zinc
32.....1	1	13902	Harness, 3200
33.....2	2	40422	Nut, Wire, Tan
34.....1	1	15354-01	Wire, Ground, 4"
35.....1	1	14007	Label, Time of Day

For Service Assembly Numbers, See the Back of this Manual

3200, 3210, 3220, 3230 Regeneration Cycle Setting Procedure

How To Set The Regeneration Cycle Program:

The regeneration cycle program on your water conditioner has been factory preset, however, portions of the cycle or program may be lengthened or shortened in time to suit local conditions.

3200 Series Timers (Figure 4)

1. To expose cycle program wheel, grasp timer in upper left-hand corner and pull, releasing snap retainer and swinging timer to the right.
2. To change the regeneration cycle program, the program wheel must be removed. Grasp program wheel and squeeze protruding lugs toward center, lift program wheel off timer. Switch arms may require movement to facilitate removal.
3. Return timer to closed position engaging snap retainer in back plate. Make certain all electrical wires locate above snap retainer post.

Timer Setting Procedure

How To Change The Length Of The Backwash Time:

The program wheel as shown in the drawing is in the service position. As you look at the numbered side of the program wheel, the group of pins starting at zero determines the length of time your unit will backwash.

EXAMPLE: If there are six pins in this section, the time of backwash will be 12 min. (2 min. per pin). To change the length of backwash time, add or remove pins as required. The number of pins times two equals the backwash time in minutes.

How To Change The Length Of Brine And Rinse Time:

1. The group of holes between the last pin in the backwash section and the second group of pins determines the length of time that your unit will brine and rinse (2 min. per hole).
2. To change the length of brine and rinse time, move the rapid rinse group of pins to give more or fewer holes in the brine and rinse section. Number of holes times two equals brine and rinse time in minutes.

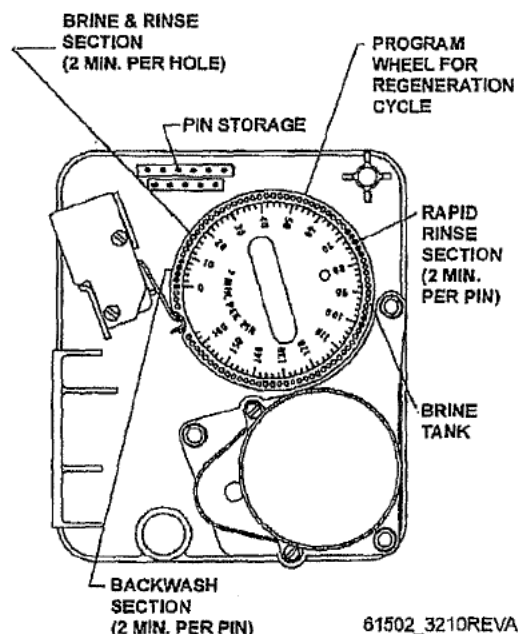


Figure 4

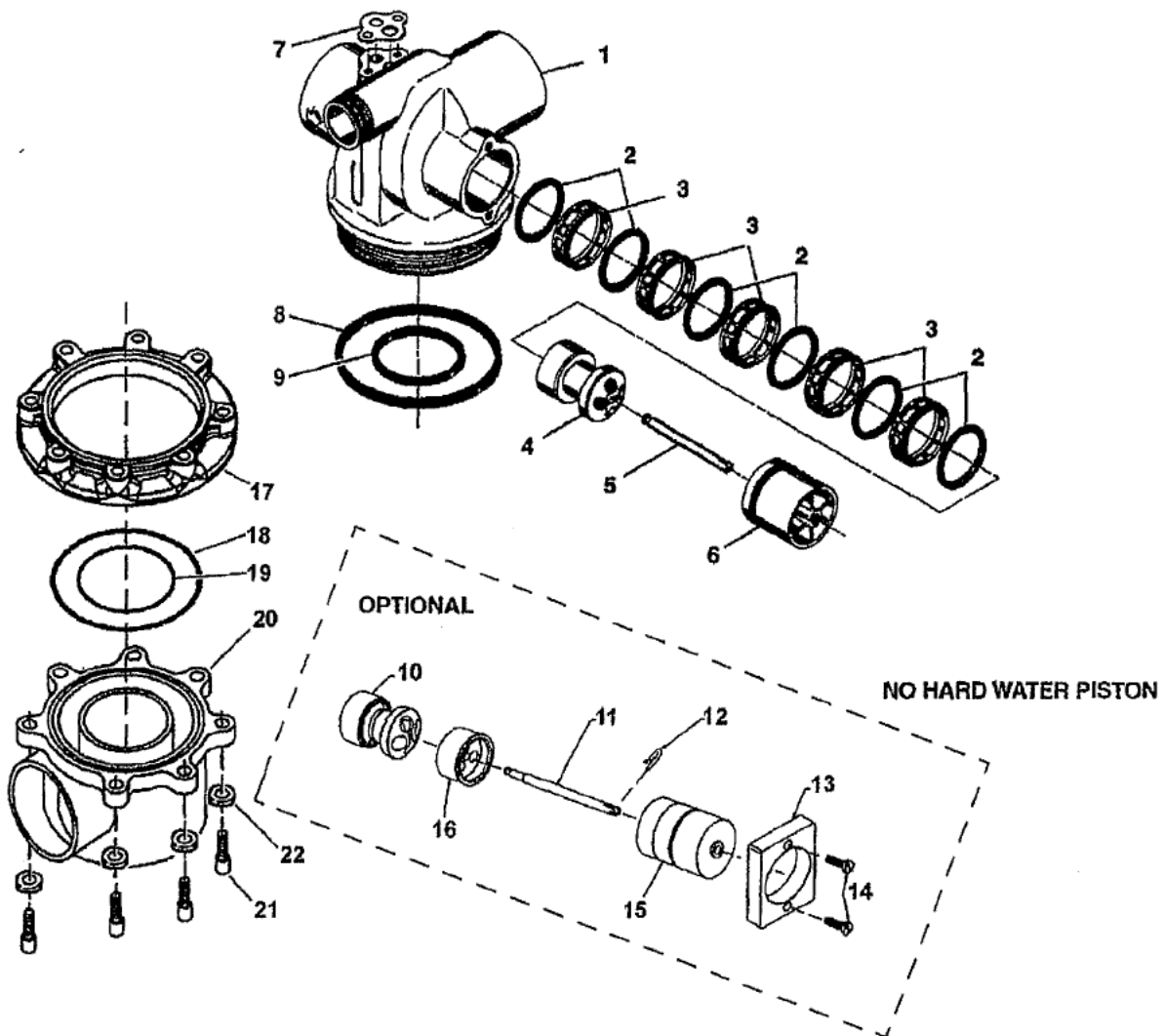
How To Change The Length Of Rapid Rinse:

1. The second group of pins on the program wheel determines the length of time that your water conditioner will rapid rinse (2 min. per pin).
2. To change the length of rapid rinse time, add or remove pins at the higher numbered end of this section as required. The number of pins times two equals the rapid rinse time in minutes.

How To Change The Length Of Brine Tank Refill Time:

1. The second group of holes in the program wheel determines the length of time that your water conditioner will refill the brine tank (2 min. per hole).
2. To change the length of refill time, move the two pins at the end of the second group of holes as required.
3. The regeneration cycle is complete when the outer microswitch is tripped by the two pin set at end of the brine tank refill section.
4. The program wheel, however, will continue to rotate until the inner micro switch drops into the notch on the program wheel.

Control Valve with 1700 Injector Assembly



61500-2850_REVB

For Service Assembly Numbers, See the Back of this Manual

Control Valve with 1700 Injector Assembly

Item No.	Quantity	Part No.	Description
1.....	1.....	16250-01.....	Valve Body, 2850, Machd
2.....	6.....	16101.....	Seal, 2850
3.....	5.....	16638.....	Spacer, 9500/2850
4.....	1.....	16092.....	Piston, 2850
5.....	1.....	16436.....	Piston, 2850
6.....	1.....	16395.....	End Plug Assy, 2850
		16395-01.....	End Plug Assy, 2850, Hot Water
7.....	1.....	14805.....	Gasket, Injector Body, 1600/1700
8.....	1.....	16455.....	O-ring, -347
*9.....	1.....	13577.....	O-ring, -226
10.....	1.....	19606.....	Piston, 2850, NHWBP
11.....	1.....	19300.....	Rod, Piston, 2850
12.....	1.....	10909.....	Pin, Link
13.....	1.....	19339.....	Spacer, 2850, NHWBP
14.....	2.....	13386.....	Screw, Hex Hd Mach, 1/4 - 20x1
15.....	1.....	16395-02.....	End Plug Assy/2850, NHWBP
16.....	1.....	19298-01.....	Piston Assy, 2850, NHWBP, O-ring
Not Shown...	1.....	60366-xx.....	DLFC 1" NPT (not shown) - specify size
Not Shown...	1.....	17996.....	Disperser, Air, Injector
Not Shown...	1.....	19608-15.....	Disperser, Commercial 1 1/2" 2850/2900/9500

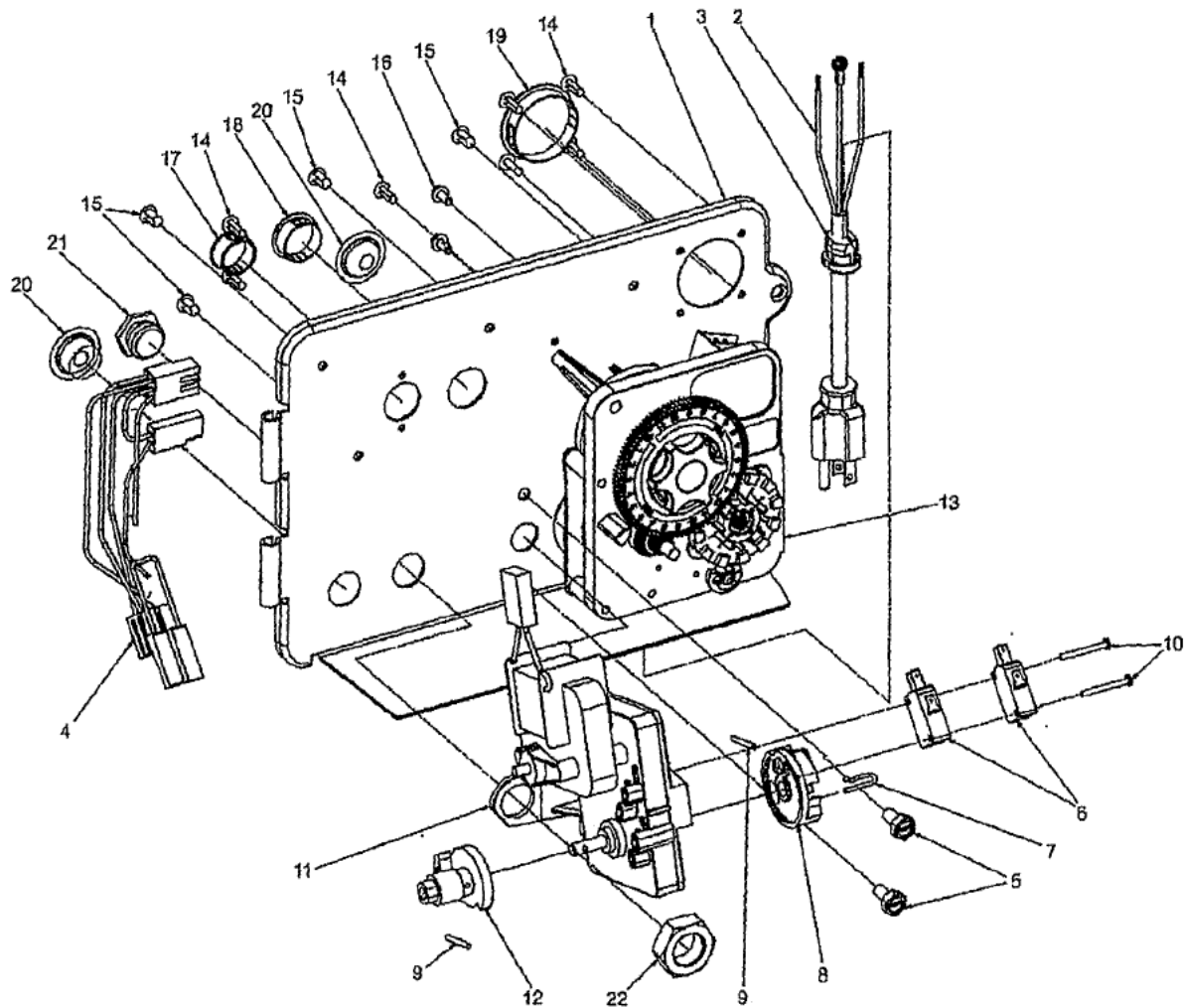
Optional Side Mount:

17.....	1.....	40316.....	Adapter, Sidemount
18.....	1.....	40368.....	O-ring, -160, Sidemount, Flange
19.....	1.....	40372.....	O-ring, -142
20.....	1.....	40310.....	Base, 2850/2900/3930, Rotating
21.....	7.....	19768.....	Screw, Hex Hd, 3/8-16x1, Cap 18-8
22.....	7.....	40375.....	Washer, Flat, 3/8, Type A, N-SERS

*** Do not use O-ring if control is side mounted.**

For Service Assembly Numbers, See the Back of this Manual

Environmental Powerhead Assembly



61501-2850 REVB

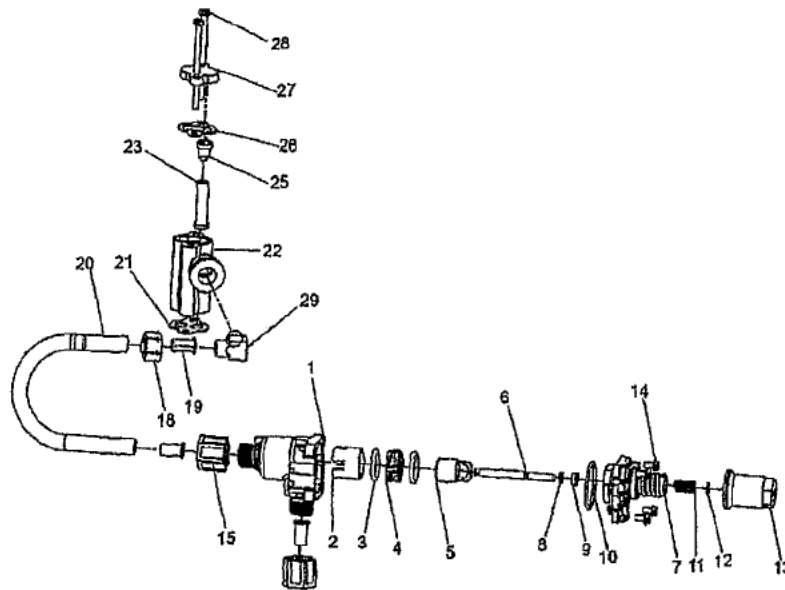
For Service Assembly Numbers, See the Back of this Manual

Environmental Powerhead Assembly Parts List

Item No.	Quantity	Part No.	Description
1	1	18697-13	Backplate, Hinged
2	1	11838	Power Cord, 6' Fleck
3	1	13547	Strain Relief, Cord
4	1	40400	Harness, Drive, Designer/Environmental
5	2	10231	Scrw, Slot Hex, 1/4-20 x 1/2
6	2	10218	Switch, Micro
7	1	10909	Pin, Connecting Rod Spring
8	1	60160-15	Drive Cam Assy, STF, Blue, 2900
9	2	10338	Pin, Roll, 3/32 x 7/8
10	2	14923	Screw, Pan HD Mach, 4-40 x 1
11	1	41543	Motor, Drive, 115V/60HZ
12	1	12777	Cam, Shut-off Valve
13	1	61502-3200	Timer Assy, 3200 Clock
14	7	19800	Plug (Hole Size: Dia .140)
15	4	19801	Plug, Dia .190
16	2	10300	Screw, Hx Wash Head, 8 x 3/8
17	1	15806	Hole Plug, Heyco
18	1	16493	Plug, Hole, Heyco, .88 Dia
19	1	40306	Plug, 1.50 Hole, Dome, Heyco
20	2	19691	Plug, .750 Dia. Hole, Flush
21	1	10712	Fitting, Brine Valve
22	1	10269	Nut, Jam, 3/4-16

For Service Assembly Numbers, See the Back of this Manual

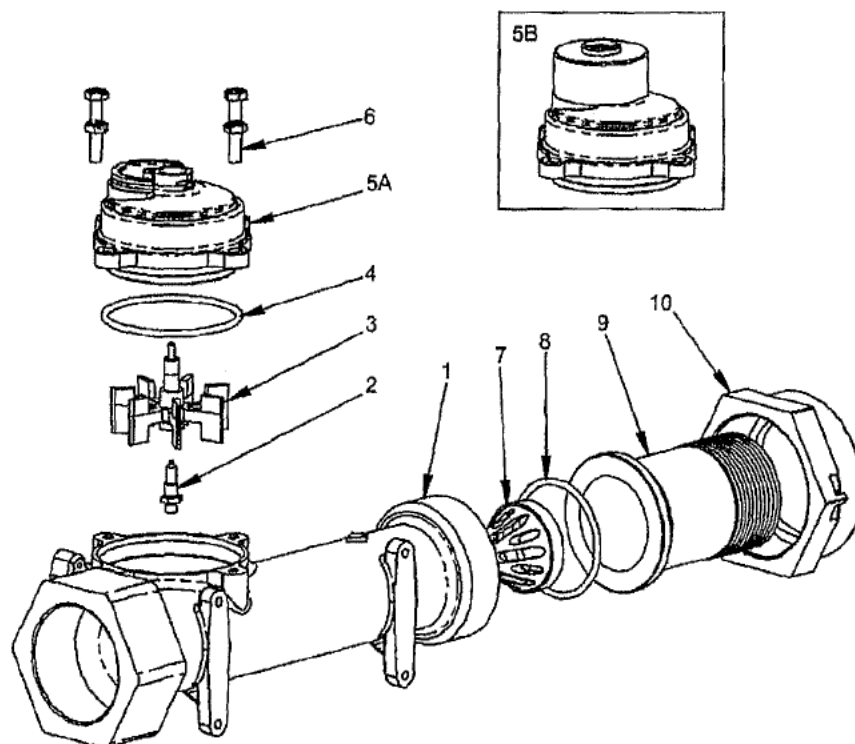
1710 Brine System Assembly



Item No.	Quantity	Part No.	Description
1	1	41202	Brine Valve, 1700, Plastic, Top
2	1	14785-01	Retainer, Flow Control
3	1	14811	O-Ring, -210, 560CD, Brine
4	1	14798	Spacer, 1700, Brine
5	1	14795	Piston, Brine Valve
6	1	41203	Stem, Brine, 1710, Plastic, 2900
7	1	41201	Brine Valve, 1700, Plastic, Bottom
8	5	17908	Sleeve, Brine Valve Stem
9	1	12550	Quad Ring, -009
10	3	41547	O-Ring, 2mmx35mm
11	2	15310	Spring, Brine Valve
12	2	10250	Ring, Retaining
13	1	17906	Guide, Brine Valve Stem
14	2	14202-01	Screw, Hex Wsh Mach, 8-32 X 5/16 18-8 Stainless Steel
15	2	41056	Nut Assembly, 1/2" Plastic
Not Shown	1	19151	Washer, Flow, 1.0 Gpm
18	1	15414	Nut, 2900, w/Sleeve
19	1	15415	Fitting, Insert, 1/2", Tube
20	1	16460	Tube, Brine, 2850, 2900s
	1	42183	Tube, Brine, 2850s
	1	15416	Tube, Brine, 2900/2750
	1	41447	Tube, Brine, 2900s U/F
21	1	19925	Gasket, Injector Body, 1700
22	1	17777	Body, Injector, 1700
23	1	14802-xxc	Throat, Injector, -xxc is Injector Size
25	1	14801-xxc	Nozzle, Injector, -xxc is Injector Size
26	1	10229	Gasket, Injector Cap, 1600
27	1	10228	Cap, Injector
28	2	14804	Screw, Hex Head Mach, 10 - 24 x 2-3/4 18-8 Stainless Steel
29	1	15413	Fitting, Elbow, Male, 1/2T X 3/8NPT

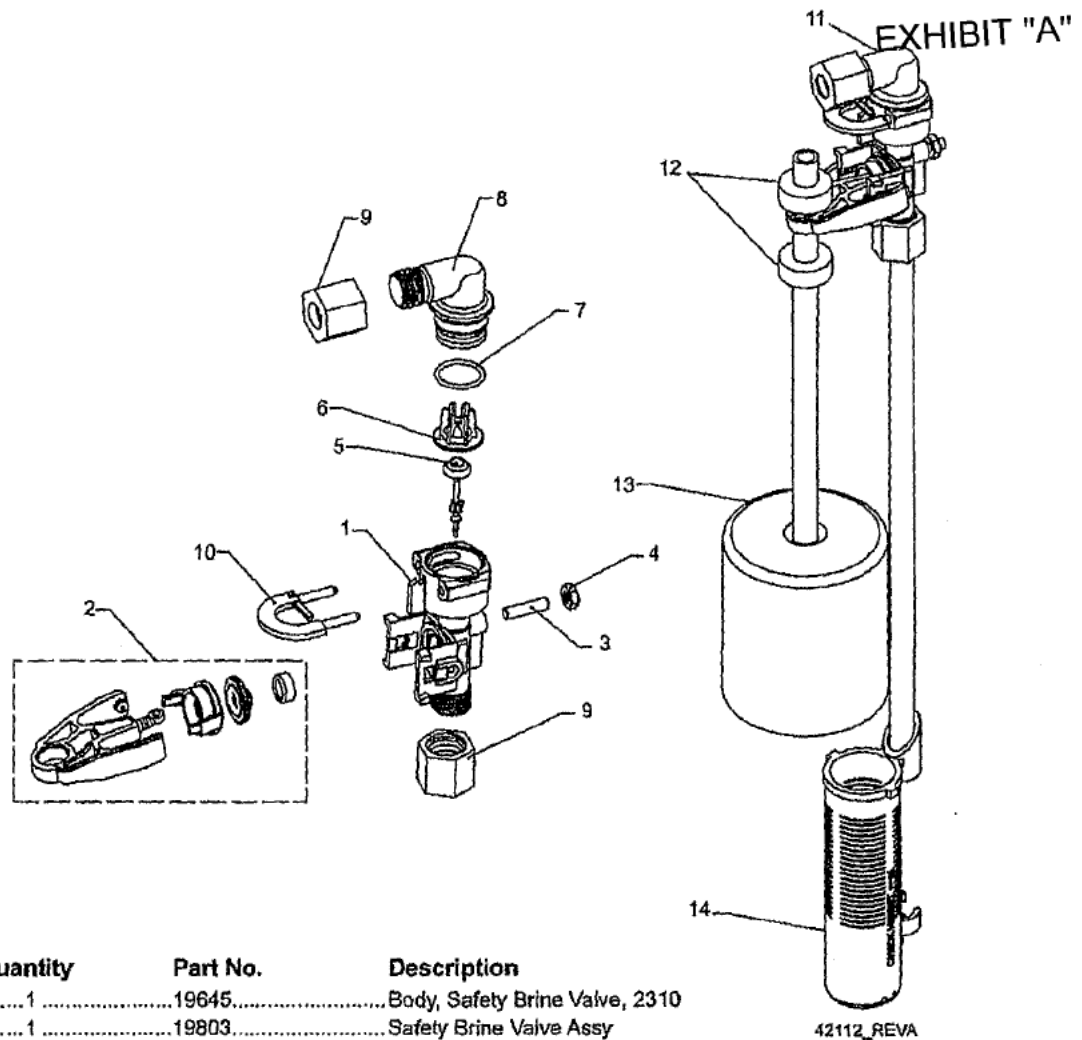
For Service Assembly Numbers, See the Back of this Manual

1-1/2" Meter Assembly



80610 REVC

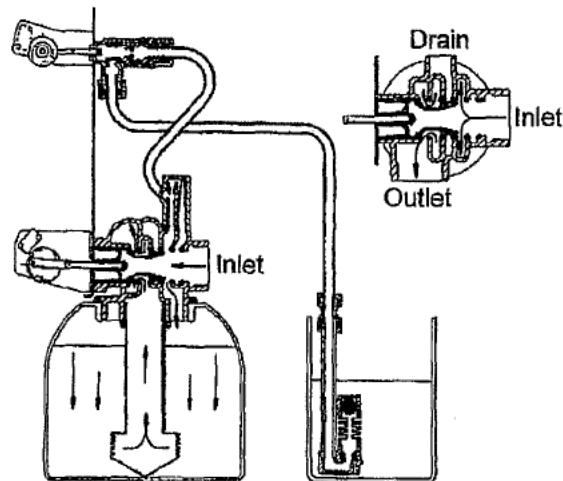
Item No.	Quantity	Part No.	Description
1	1	17569	Body, Meter, 2850/9500
2	1	13882	Post, Meter Impeller
3	1	13509	Impeller, Meter
4	1	13847	O-Ring, -137, Std/560CD, Meter
5A	1	14038	Meter Cap Assy, STD Range, Plastic
5B	1	15150	Meter Cap Assy, Ext Range, Plastic
6	4	12112	Screw, Hex Hd Mach, 10-24 x 1/2 18-8 Stainless Steel
7	1	17542	Flow Straightener, 1-1/2"
8	1	12733	O-Ring, -132
9	1	17544	Fitting, 1-1/2" Quick Connector
10	1	17543	Nut, 1-1/2", Q/C
Not Shown			
	1	17790	Sleeve, Meter, 1 1/2" x 1"
	1	15218	Meter Cap Assy, STD Range, Brass
	1	15237	Meter Cap Assy, EXT Range, Brass



Item No.	Quantity	Part No.	Description
1.....	1	19645.....	Body, Safety Brine Valve, 2310
2.....	1	19803.....	Safety Brine Valve Assy
3.....	1	19804.....	Screw, Sckt Hd, Set, 10-24 x .75
4.....	1	19805.....	Nut, Hex, 10-24, Nylon Black
5.....	1	19652-01	Poppet Assy, SBV w/O-ring
6.....	1	19649.....	Flow Dispenser
7.....	1	11183.....	O-ring, -.017
8.....	1	19647.....	Elbow, Safety Brine Valve
9.....	2	19625.....	Nut Assy, 3/8" Plastic
10.....	1	18312.....	Retainer, Drain
11.....	1	60014.....	Safety Brine Valve Assy, 2310
12.....	2	10150.....	Grommet, .30 Dia
13.....	1	60068-30	Float Assy, 2310, w/30" Rod
14.....	1	60002-34	Air Check, #500, 34" Long

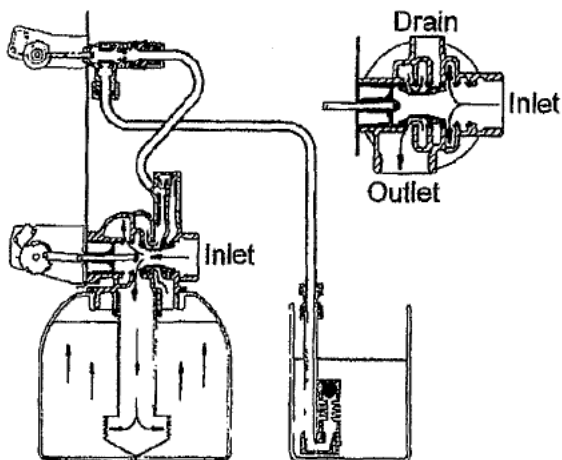
Water Conditioner Flow Diagrams

1 Service Position



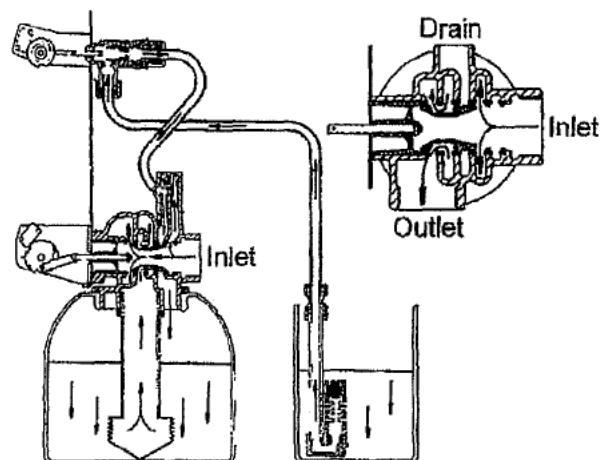
Hard water enters unit at valve inlet and flows down through the mineral in the mineral tank. Conditioned water enters center tube through the bottom distributor, then flows up through the center tube, around the piston, and out the outlet of the valve.

2 Backwash Position



Hard water enters unit at valve inlet, flows through piston, down center tube, through bottom distributor, and up through the mineral, around the piston and out the drain line.

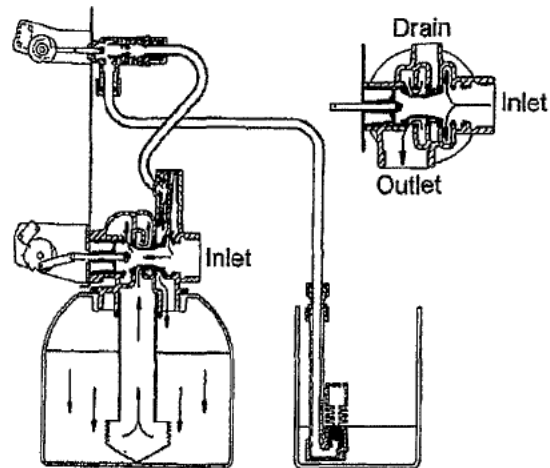
3 Brine Position



Hard water enters unit at valve inlet, flows up into injector housing and down through nozzle and throat to draw brine from the brine tank, brine flows down through mineral and enters the center tube through bottom distributor and out through the drain line.

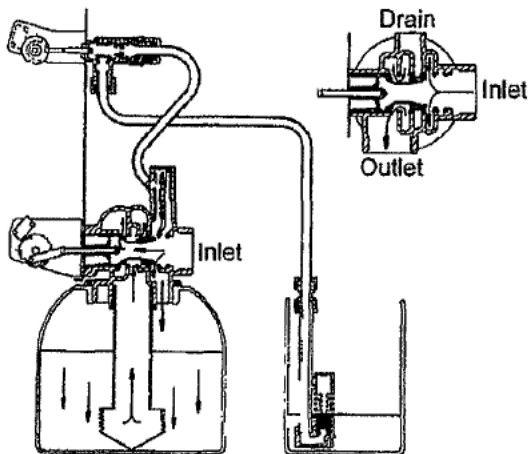
Water Conditioner Flow Diagrams

4 Slow Rinse Position



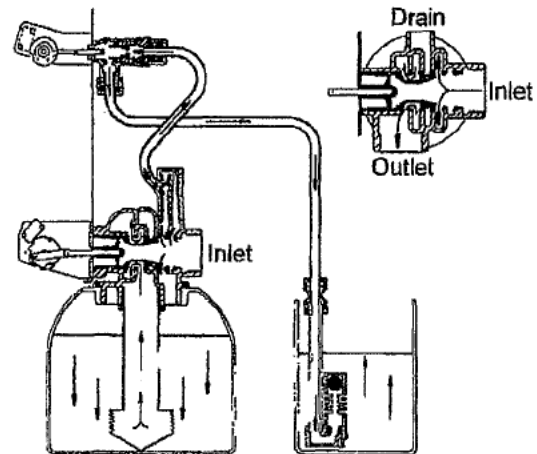
Hard water enters unit at valve inlet, flows up into injector housing and down through nozzle and throat, around the piston, down through mineral, enters center tube through bottom distributor, flows up through center tube, around piston and out through drain line.

5 Rapid Rinse



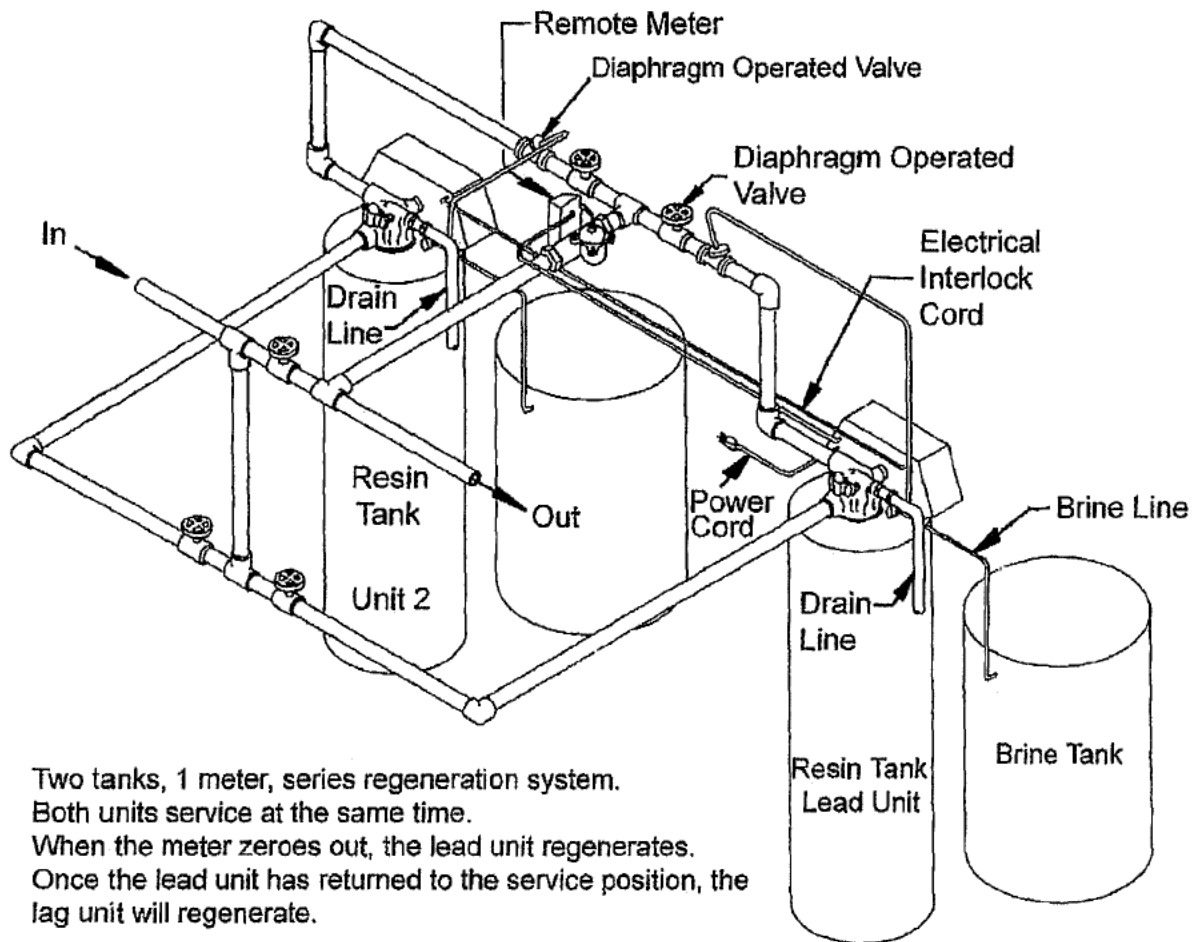
Hard water enters unit at valve inlet, flows directly from inlet down through mineral into center tube bottom distributor and up through center tube, around piston and out through the drain line.

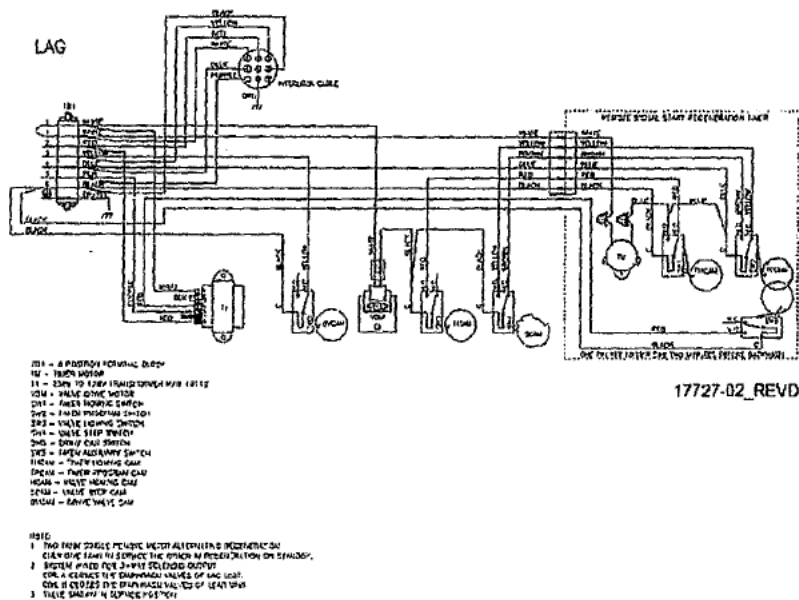
6 Brine Tank Refill Position



Hard water enters unit at valve inlet, flows up through the injector housing, through the brine valve to refill the brine tank.

System #6 - Twin Series Regeneration Installation with a Remote Meter





Service Assemblies

24 Hour Gear Assemblies

- 19205.....Gear Assy, 24 Hour, Silver, 5600,
12 A.M.
60519-02.....Gear Assy, 3200 24 Hour 2 Times/
Day, w/Silver Label
60519-03.....Gear Assy, 3200, 24 Hour 3
Times/Day, w/Silver Label
60519-04.....Gear Assy, 3200, 24 Hour
4 Times/Day, w/Silver Label
60519-06.....Gear Assy, 3200, 24 Hour (12:00)
6 Times/Day, w/Silver Label

Adapters

- 61415.....Adapter Assy, Sidemount
2850/2900/2930
61415NP.....Adapter Assy, Sidemount,
NP 2850/2900/2930
61415-20.....Adapter Assy, Sidemount,
BSP/MTC 2850/2900/2930
61415-20NP.....Adapter Assy, Sidemount,
BSP/NP 2850/2900/2930

Air Checks

- 60002-34.....Air Check, #500, 34" Long
60003-34.....Air Check, #500, HW, 34" Tube
60009-01.....Air Check, #900, Commercial,
HW Less Fittings

Auxiliary Micro Switch

- 60320-02.....Switch Kit, 3200/9000 Timer
Auxiliary
60320-07.....Switch Assy, 2850, Aux w/Self
Tapping Screws
60320-12.....Switch Assy, 1500 through 2850

Brine Line Flow Control (BLFC)

- 60020-25.....BLFC, .25 GPM, 1600
60020-50.....BLFC, .50 GPM, 1600
60020-100.....BLFC, 1.0 GPM, 1600
60011-090.....Brine Valve, 1650, Short Stem
60010-25.....BLFC, 1650, .25 GPM, Plastic
60010-50.....BLFC, 1650, .50 GPM, Plastic
60010-100.....BLFC, 1650, 1.0 GPM, Plastic

Brine Valves

- 60011.....Brine Valve, 1650, Less BLFC
60029.....Brine Valve, 1600, Short Stem
Brass, Std O-rings
60029HW.....Brine Valve, 1600, Short Stem
Hot Water

- 60034-xx.....1700 Brine Valve Assy
(Specify flow control 1.0 - 5.0)
60604-xx.....Model 1710 Brine Valve Assy
(Specify flow control 1.0 - 5.0)

Cam Assemblies

- 60160-15.....Drive Cam Assy, STF, Blue

Covers

- 60219-xx.....Environmental
60232-xx.....Designer 2 Piece
60232-110.....Cover, Designer, 1 Pc Black

Drain Line Flow Controls

- 60366-xx.....1" FNPT x 3/4" FNPT (Specify
flow control .6 - 7.0)
60701-xx.....1" FNPT x 1" FNPT (Specify flow
control 8.0 - 25.0)
60702-xx.....1" FNPT x 1" MNPT (Specify flow
control 8.0 - 25.0)
60708-xx.....1" FNPT x 3/4" FNPT (Specify flow
control 8.0 - 25.0)
60721-xx.....1" FNPT x 1" FNPT (Specify flow
control .6 - 7.0)

Drive Assemblies

- 60050-21.....Drive Assy, 2750, STF, 120V
Softener

Injector Assemblies (Complete)

- 60381-xx.....1700 Injector Assy (Specify size of
Injector)
60480-xx.....1600 - 3/8" Brine (Specify size
of injector)
60481-xx.....1600 Brass - 3/8" Brine (Specify
size of injector)
60483-xx.....1700 - 1/2" Brine (Specify size of
Injector)

Meters

- 60613.....Meter Assy, 2750, Electronic 1"
60610-01.....Meter, 2850/9500, 1 1/2" Std
60610-02.....Meter, 2850/9500, 1 1/2" Ext
60391.....Meter Assy, 2750
60392.....Meter Assy, 2750, 1" Ext
60614.....Meter Assy, 2850/9500, Electronic
1 1/2" Meter, Brass

Service Assemblies

- 61560-01 Meter Assy, In-Line, w/1" NPT
Plstc Connector
61560-07 Meter Assy, In-Line, w/1" NPT
Brass Connector
61560-09 Meter Assy, In-Line, w/ 1 1/2" NPT
Brass Connector

Piston Assemblies

- 60105 Piston Assy, 2850
60105-001 Piston Assy., 2850, 560CD
60105-01 Piston Assy., 2850, Hot Water
60114-00 Piston Assy, Filter, 2850
Conversion, NHWBP
60114-01 Piston Assy, 2850, NHWBP
60114-02 Piston Assy, 2850, 1600
Conversion, NHWBP
60114-03 Piston Assy, 2850, 1700
Conversion, NHWBP

Program Wheel Assemblies

- 60405-20 Program Wheel, w/3/4" Ext Label
..... 1 1/2" Std Set @ 100
60405-30 Program Wheel, w/1" Std Label
..... Set @ 50
60405-40 Program Wheel, w/1" Ext Label
60405-70 Program Wheel, w/1" Ext Label

Safety Brine Valves

- 60014 Safety Brine Valve Assy, 2310
60038 Safety Brine Valve, 2350
60028-30 Float Assy, 2350, 30", White
60026-30SAN Float Assy, 2350, 30" HW
60027-FFA Safety Brine Valve Body, 2300
Fitting Facing Arm
60027-FFS Safety Brine Valve Body
Fitting Facing Stud
60028-30 Float Assy, 2300, 30", Blue/White
60068-30 Float Assy, 2310, w/30" Rod

Sales and Service Aids

- 40726 Literature, 2850 Spec Sheet
16510 Literature, 2850 S/Manual
40717 Literature, Catalog Assy, PWT
Residential/Commercial

Seal & Spacer Kits

- 60129 Seal & Spacer Kit, 2850
60129-20 Seal & Spacer Kit, 2850, Natural
60129-30 Seal & Spacer Kit, 2850

Service Equipment

- 16174 Silicone, 2 oz. Tube
16586-8 Silicone, Dow #7 8 Lb
16516 Stuffer Assy, 2850/9500
17623 Puller Tool Assy, 2850/9500
60460 Meter Checker Kit, Std
60461 Meter Checker Kit, Ext

Service Valve Operator Assemblies (SVO)

- 60150 SVO Assy, 1600 O/S
60150-01 SVO Assy, 1600 N/S

Skipper Wheel Assemblies

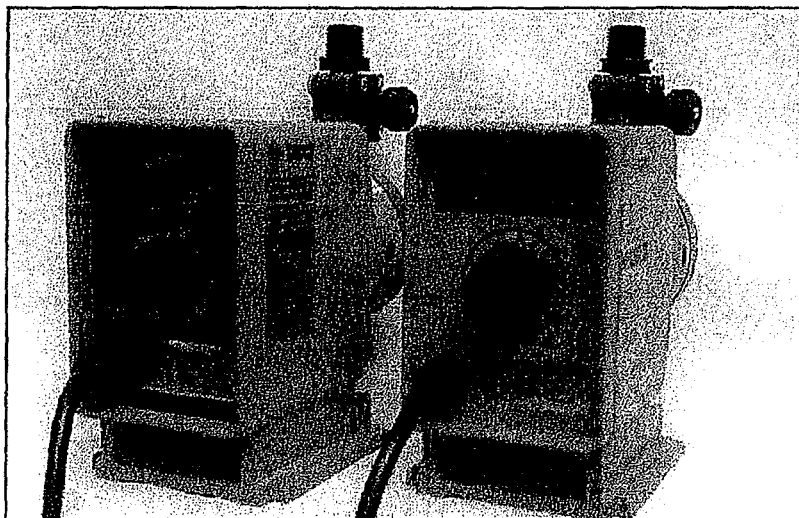
- 14860 Skipper Wheel Assy, 7 Day
14381 Skipper Wheel Assy, 12 Day

SALT TANK 800# CAPACITY

LMI
CHLORINE INJECTION PUMP
0-1 GPH

Information Sheet

Series U Electronic Metering Pumps



Uni-Dose® Models U1 & U0

*The first
electronic
metering
pumps
designed
specifically
for the water
conditioning
industry.*



Versatile & Flexible

Available with single or dual output control for easy, accurate adjustment over the operating range. Turndown ratio up to 500:1 provides unmatched flexibility. Maximum output from 6 to 30 gallons per day at 80 psi.

Quiet

Advanced noise reduction virtually silences the pump, making it ideal for household applications.

Reliable

Totally enclosed, chemically resistant housings provide superior protection in either indoor or outdoor installations. Digital electronics ensure long life.

Efficient solenoid design provides the power without the troublesome fans, open housings, motors and gears associated with motor-driven pumps.

Safe

Inherent pressure relief stops the pump if the system back pressure exceeds the pump's strength. Thermostatic protection prevents damage from overheating.

Standard priming valve provides safe and easy priming without having to disconnect tubing.

Standard Accessories

Each Uni-Dose® pump comes complete with an injection check/back pressure valve, a foot valve with strainer, vinyl suction tubing, UV resistant PE, discharge tubing and a ceramic weight. Head and fittings are constructed of high strength PVC.



Standard PVC Head & Fittings

Made in the USA!

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Specifications subject to change without notice.

Replaces Rev. F 7/01
1689 Rev. G 4/10

Data Sheet



Configuration Data

Model **U04 1-281 TT**

Series U

Electronic Metering Pumps

Control & Output Code

Manual Control

Speed (stroking frequency) fixed and stroke length manually adjustable.

U01 — 6.0 GPD (0.95 l/h) — 80 psi (5.5 Bar)

U02 — 12.0 GPD (1.9 l/h) — 80 psi (5.5 Bar)

U03 — 24.0 GPD (3.8 l/h) — 80 psi (5.5 Bar)

U04 — 30.0 GPD (4.8 l/h) — 80 psi (5.5 Bar)

Dual Manual Control

Speed (stroking frequency) and stroke length manually adjustable.

U12 — 12.0 GPD (1.9 l/h) — 80 psi (5.5 Bar)

U13 — 24.0 GPD (3.8 l/h) — 80 psi (5.5 Bar)

U14 — 30.0 GPD (4.8 l/h) — 80 psi (5.5 Bar)

Voltage Code

1 — 120 VAC US Plug

2 — 240 VAC US Plug (not suitable for export)

3 — 220-240 VAC DIN Plug

5 — 240-250 VAC, UK Plug

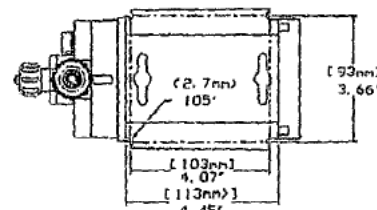
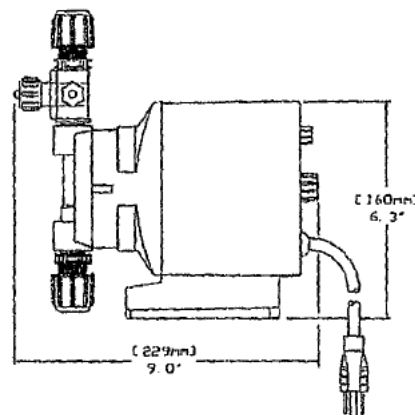
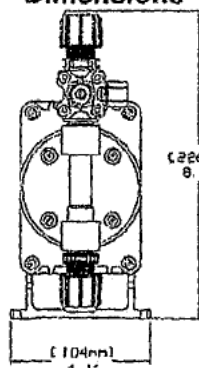
6 — 240-250 VAC, Aust./NZ Plug

7 — 220 VAC, Swiss Plug

Liquid End

PVC head & fittings, Flexiprene™ Liquifram™ Hypalon and Uni-Valves™

Dimensions



Specifications

Series	Strokes Per Minute		Stroke Length (Adjustable) Recommended Minimum	Maximum Current @ 120 VAC	Shipping Weight
	Min	Max			
U01	fixed - 25		20%	1.4 amps	8 lbs (3.6 kgs)
U02	fixed - 60				
U03	fixed - 100				
U04	fixed - 100				
U12	1	60			
U13	1	100			
U14	1	100			

Output Information

Model	Gallons per Day		Gallons per Hour		Liters per Hour		mL/cc per Min		mL/cc per Stroke		Maximum Injection Pressure
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	
U01	1.2	6.0	0.05	0.25	0.19	0.95	3.2	16	0.13	0.63	80 psi (5.5 Bar)
U02	2.4	12.0	0.10	0.5	0.38	1.9	6.3	32	0.11	0.53	80 psi (5.5 Bar)
U03	4.8	24.0	0.20	1.0	0.76	3.8	12.6	63	0.13	0.63	80 psi (5.5 Bar)
U04	6.0	30.0	0.25	1.25	0.95	4.7	15.8	79	0.16	0.79	80 psi (5.5 Bar)
U12	0.04	12.0	0.002	0.5	0.006	1.9	0.11	32	0.11	0.53	80 psi (5.5 Bar)
U13	0.05	24.0	0.002	1.0	0.008	3.8	0.13	63	0.13	0.63	80 psi (5.5 Bar)
U14	0.06	30.0	0.003	1.25	0.010	4.7	0.16	79	0.16	0.79	80 psi (5.5 Bar)

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1" WATER METER INSTALLED ON 2014



Badger Meter

Recordall® Disc Series Meters

Lead-Free Bronze Alloy, Models LP, 25, 35, 55, & 70



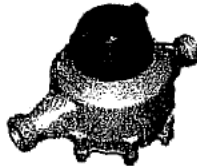
Model LP—5/8", 5/8" x 3/4"



Model 25—5/8", 5/8" x 3/4"



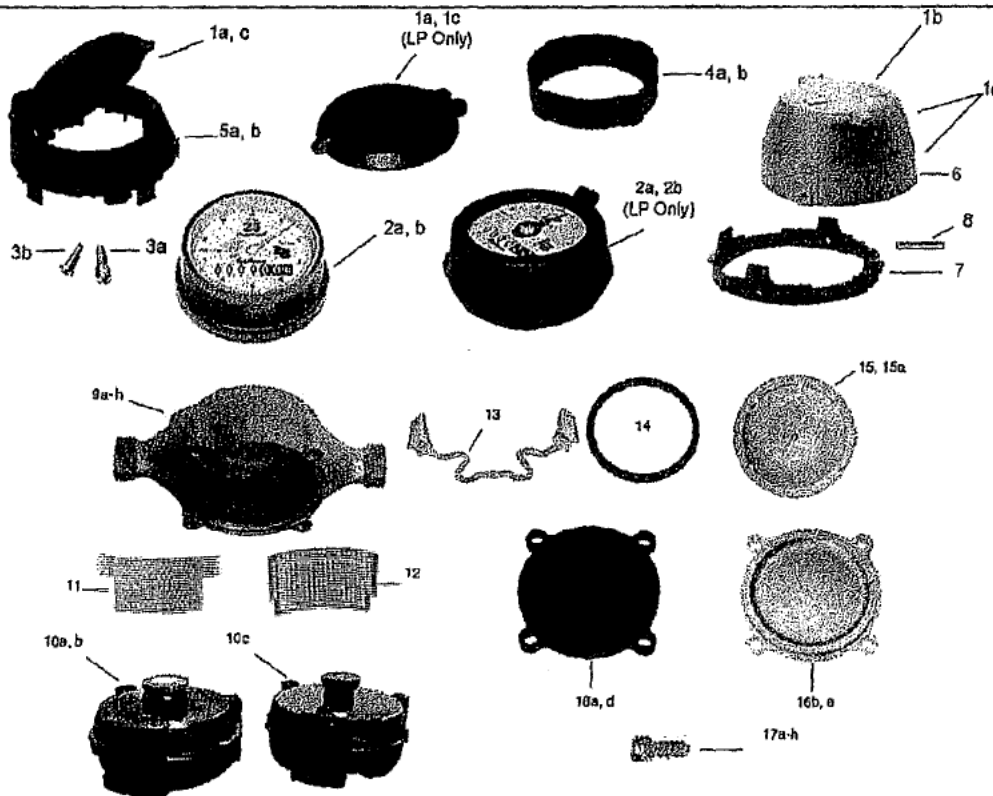
Model 35—3/4"



Model 55—1"



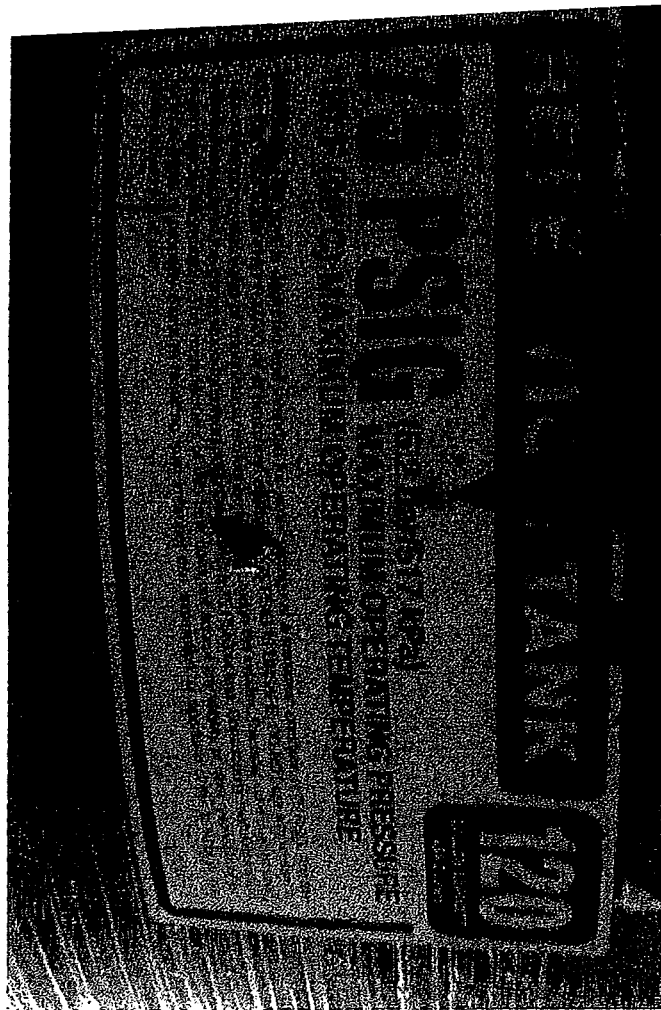
Model 70—1"



RDM-PS-00054-EN-04 (May 2013)

Parts List

PENTAIR CONTACT TANK





THIS VESSEL IS
MANUFACTURED WITH
VINYL ESTER RESIN

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AND EXPANSION STEEL TANKS



Drinking Water
NSF/ANSI 61

153579

MOD.

PS85 - T52

CODE

001J00N

0010

Drawdown - Qdure (PSI)
Qté d'eau soulevée - Qdure (L)
Aspiración adicional - Qdure (L)

20-40 PSI (138 - 276 kPa)	30 - 50 PSI (207 - 345 kPa)
30.0 (113.6)	26.0 (98.4)

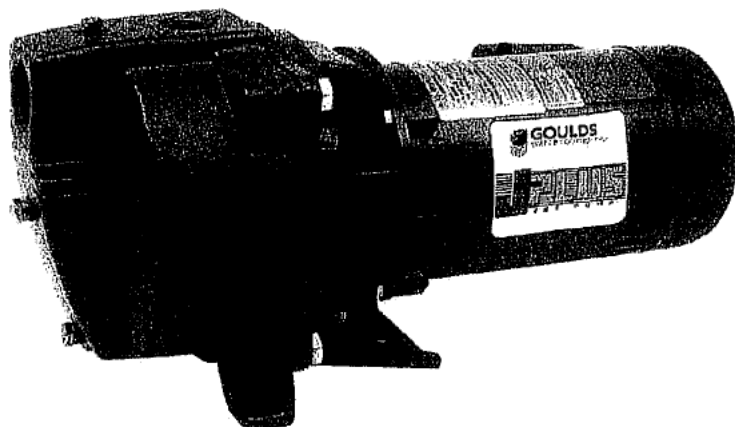
Tested to 100 psi

Ph. 262-728-5551

BOOSTER STATION

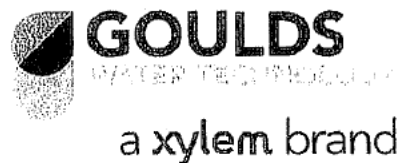
TECHNICAL BROCHURE

BJS+ R1



JS+ J5S, J5SH, J7S, J10S, J15S

SHALLOW WELL JET PUMPS - 1/2, 3/4, 1 AND 1 1/2 HP



Residential Water Systems

FEATURES

Compact: Design has an integral shallow well adapter built into the casing, which eliminates the need for a separate shallow well adapter.

Serviceable:

- Back pullout design allows disassembly of pump for service without disturbing piping.
- Two compartment motor for easy access to motor wiring and replaceable components.
- Nozzle clean out plug in pump case.
- Corrosion resistant, engineered plastic tubing and fittings are easily removed for cleaning. Premium O-ring design fittings need only be hand tight to seal.

Impeller: F.D.A. compliant, glass filled Noryl®. Corrosion and abrasion resistant.

Diffuser (Guidevane): Bolt down diffuser provides positive alignment with impeller. Diffuser also has stainless wear ring for extended performance in abrasive conditions. F.D.A. compliant, injection molded, food grade, glass filled Lexan® for durability and abrasion resistance.

APPLICATIONS

Specifically designed for the following uses:

- Homes
- Cottages
- Booster service

SPECIFICATIONS

Pump:

- Pipe connections: 1 1/4" NPT suction and 1" NPT discharge
- Pressure switch: AS4 preset (30-50 PSI).

Motor:

- NEMA standard
- 60 Hz
- 1/2 - 1 1/2 HP, 115/230 V capacitor start
- Single phase
- 3500 RPM
- Built-in overload with automatic reset
- Stainless steel shaft
- Rotation: clockwise when viewed from motor end
- UL778 listed

Maximum temperature: 140°F.

Tubing and Fittings: F.D.A. compliant engineered plastic is corrosion and U.V. resistant.

Powered for Continuous Operation: Pump ratings are within the motor manufacturer's recommended working limits. Can be operated continuously without damage.

Corrosion Resistant: Electro-coated paint process is applied inside and out, then baked on.

Protected Mechanical Seal: Special diaphragm design retains water in the casing at all times to ensure the mechanical seal can never run dry.

Excellent Air Handling Ability: After initial priming the pump has the ability to re-prime itself even when air gets into the system. Pumping resumes once the water level rises above the foot valve.

SYSTEM COMPONENTS

- **Basic Pump Unit:** Includes pump with integral shallow well jet (nozzle and venturi), motor, pressure switch and tubing.

AGENCY LISTINGS



Canadian Standards Association



Underwriters Laboratories®

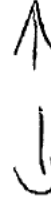
MODEL INFORMATION

CSA Listed Order No.	U.L. Listed (Indoor use)® Order No.	HP
J5S	J5SUL	1/2
J5SH	J5SHUL	1/2
J7S	J7SUL	3/4
J10S	J10SUL	1
J15S	J15SUL	1 1/2

Residential Water Systems

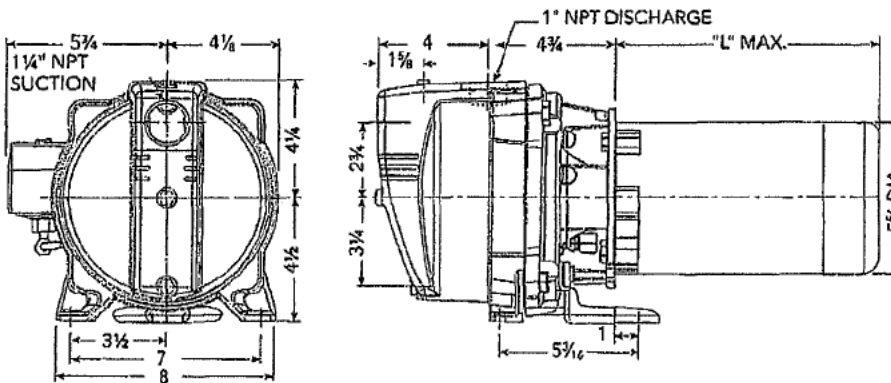
SHALLOW WELL PERFORMANCE RATINGS

HP/Model	½ HP - J5S						½ HP - J5SH						¾ HP - J7S						1 HP - J10S						1½ HP - J15S					
Nozzle	AN017						AN019						AN018						AN018						AN022					
Venturi	AD3332						AD3328						AD3336						AD3339						AD3342					
Total Suction Lift (feet)	Discharge Pressure - PSI						Discharge Pressure - PSI						Discharge Pressure - PSI						Discharge Pressure - PSI						Discharge Pressure - PSI					
	20	30	40	50	Max. Shut off (PSI)		20	30	40	50	60	Max. Shut off (PSI)	30	40	50	60	Max. Shut off (PSI)		30	40	50	60	Max. Shut off (PSI)		30	40	50	60	Max. Shut off (PSI)	
	Gallons per minute						Gallons per minute						Gallons per minute						Gallons per minute						Gallons per minute					
5	17.5	16.5	10.2	5.0	63		11.5	11.3	11.0	7.7	4.8	83	21.3	18.3	12.5	6.6	70		24.8	24.4	16.6	9.9	74		26.6	26.3	25.0	15.6	80	
10	15.7	14.4	9.2	4.3	61		10.3	10.0	9.6	7.0	4.2	81	18.8	17.3	11.3	5.0	68		22.9	22.2	15.8	8.6	72		24.7	24.3	22.6	13.9	77	
15	13.7	12.5	8.0	3.6	59		8.8	8.6	8.3	6.3	3.7	79	16.4	15.5	9.6	3.7	66		19.8	19.5	13.8	6.9	70		21.6	21.5	20.4	12.9	75	
20	11.5	10.4	7.1	2.3	57		7.0	7.0	6.8	5.8	3.2	76	13.6	13.2	8.3	2.0	63		16.6	16.6	12.2	5.6	67		18.1	18.0	17.6	12.0	73	
25	8.7	8.6	6.2	1.3	54		5.3	5.2	5.0	2.8	2.8	73	10.0	9.9	6.4	1.0	59		12.5	12.4	10.4	3.6	65		14.0	14.0	14.0	10.1	71	



DIMENSIONS AND WEIGHTS

Model	J5S	J5SH	J7S	J10S	J15S
Wt. (lbs.)	43	43	47	50	60
Length	17¼	17¼	18¼	18¾	19¼
Width	9⅞				
Height	8¾				
HP	½	½	¾	1	1½
"L" Max.	8½	8½	9½	10	10½

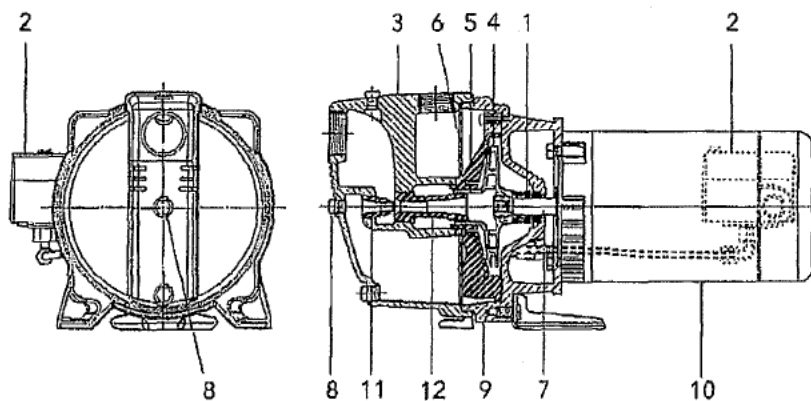


(All dimensions are in inches and weights in lbs. Do not use for construction purposes.)

COMPONENTS

EXHIBIT "A"

Item No.	Description
1	Mechanical seal
2	Pressure switch
3	Casing
4	Impeller
5	Diffuser (Guidevane)
6	Diaphragm
7	Stainless steel shaft
8	Nozzle clean-out plug
9	Motor adapter
10	Motor
11	Nozzle
12	Venturi (diffuser)



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Let's Solve Water

Xylem Inc.
2881 East Bayard Street Ext., Suite A
Seneca Falls, NY 13148
Phone: (866) 325-4210
Fax: (888) 322-5877
www.gouldswatertechnology.com

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Drinking Water
NSF/ANSI 61

153579

MOD.

PS85 - T52

CODE

001J09H

0410

Drawdown - Gallons (Liters)		
Qté d'eau soutirée - gallons (litres)		
Aspiración adicional - galones (Litros)		
20-40 PSI (138 - 276 kPa)	30 - 50 PSI (207 - 345 kPa)	40 - 80 PSI (276 - 552 kPa)
30.0 (113.6)	26.0 (98.4)	22.0 (83.3)

Tested to 100 psiG

Ph. 262-728-5551

EXHIBIT
Pression d
Risque d'a
Dissaires
utilisé.

La pression
est toujours
soutirée d
réservoir.

La soupage
disposer to
100 lps.

Consulte
les interne
Le réservoir
une bondu

Presión por
Falta de a
severa en c
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Presión máx
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BASIC SURVEY INFORMATION

Water System Name: Sawgrass Recreation Park

Date(s) Surveyed: April 05, 2018

Survey Inspector(s): Andrew Frongello, Pedro Stiassni

Person(s) Contacted: Mike Soverns, Leo D'Angelo

CONTACT INFORMATION

PWS ID: 4061271 System (Office) Address: 1006 US Highway 27, Weston, FL, 33327

Phone: (954) 389-8464 Cell: (954) 495-5089 Email/Fax: msoverns@evergladestours.com

OWNER	Owner Name: <u>Mike Soverns</u>	Title: <u>Owner</u>		
	Address: <u>1006 US Highway 27</u>	City: <u>Weston</u>	State: <u>FL</u>	Zip: <u>33327</u>
	Owner Phone: <u>(954) 389-8464</u>	Cell: <u>(954) 495-5089</u>	Email/Fax: <u>msoverns@evergladestours.com</u>	
OPERATOR	Operator Name: <u>Leo D'Angelo / All Water Services</u>	Lead Operator Class & Certification Number: <u>8078 A</u>		
	Address: <u>242 Button Bush Lane</u>	City: <u>Wellington</u>	State: <u>FL</u>	Zip: <u>33414</u>
	Phone: <u>(321) 960-9975</u>	Cell: <u>(321) 960-9975</u>	Email or Fax: <u>N/A</u>	

SYSTEM CHARACTERISTICS SUMMARY

GROUND	Ground <input checked="" type="checkbox"/> <u>X</u>	Surface <input type="checkbox"/> <u>No</u>	Name of Surface Source(s): <u>N/A</u>	
	Number of Plants: <u>1</u>	<input type="checkbox"/> Aeration <input type="checkbox"/> Coagulation <input checked="" type="checkbox"/> Disinfection <input type="checkbox"/> Filtration <input type="checkbox"/> Flocculation <input type="checkbox"/> RO <input type="checkbox"/> Softening <input type="checkbox"/> Stabilization <input type="checkbox"/> Corrosion Control		
		System only uses disinfection.		

SERVICE AREA CHARACTERISTICS SUMMARY

Total service connections: 2 Population served: 400/day Survey area characteristics: Recreation Park

TOTAL SYSTEM CAPACITY AND DEMAND

SYSTEM CAPACITY	System Design: <u>14,400 GPD</u>	Primary Limiting Factor: <u>well pump @ 10 GPM</u>	High Service Pumps: <u>N/A</u>
	Routinely utilized interconnections? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If routinely used, what is hydraulic capacity? <u>N/A</u>	
	Max: <u>2,070</u> GPD	25% Max: <u>518</u> GPD	Average: <u>1160</u> GPD
	Last survey max: <u>9,970</u> GPD		
	Max daily demand is less than 75% of design capacity?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Comment <u>Max recorded July 2017</u>
	Storage capacity more than 25% of max daily demand?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comment <u>Storage cap. = 370 gal</u>
	Firm capacity more than average (avg) daily demand?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Comment <u>None.</u>
	Standby/avg power capacity more than avg daily demand?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Standby power capacity: <u>Unknown GPD</u>
COMMENT	1) Standby power includes Ridgid 8kW generator dedicated to water treatment system. Provide standby power capacity in gallons per day and confirm if the backup power is capable of running all water system components at full capacity.		

**TREATMENT****CHEMICAL**Chemical storage appear to be compliant? ☒ Yes ☐ NoFacilities & chemicals properly labeled? ☒ Yes ☐ NoAre all chemical feed systems tied to flow? ☒ Yes ☐ NoCorrosive vapors properly controlled? ☒ Yes ☐ NoAre dusty and dry chemicals and feed equipment housed separately? ☐ Yes ☐ No ☒ N/A

Location	Chemical	Purpose	NSF/ANSI?
Downstream of bladder tank	NaClO	Disinfection	<input type="checkbox"/> Yes <input type="checkbox"/> No

- Comment
- 1) Chlorine pump only feeds when well pump is running.
 - 2) NSF certification for chlorine not available during inspection. NSF certification must be kept on-site and be made available for viewing during inspections.

DISINFECTION

Plant name	Sawgrass Recreation Park
Type (gas/hypo/chloramination)	Hypo-chlorination
Condition of Equipment	Good
Feed Rate (PPD, GPD)	Based on chlorine feeder settings. Feeder set to 20% (5 gal/day) of maximum rate which is 25 gal/day.
Manual or flow paced?	Flow
Alarm testing frequency?	N/A
Chlorine loss alarm functional?	N/A
Type used (sodium or calcium)	Sodium
Type of Feeder:	LMI Unidose U031-281TT
Solution strength	12%
Solution tank compliant?	Yes
Adequate spill containment?	Yes

- Comment
- 1) Chlorine injection point is not properly color-coded.
 - 2) It is recommended to directly measure chlorine usage as opposed to solely relying on percent stroke.

Location of sampling (POE Plant 1, East Remote, etc.)?	Women's bathroom and tap on south corner of main building
What test kit was used for the sampling?	Hach Pocket Colorimeter II (DPD method)
Time sample was collected?	11:09 am
Result? (note whether free or total)	>8.8 ppm
Sampler Name? (if other than lead inspector)	Andrew Frongello
Are disinfectant residuals tested in the distribution system as established by rule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

- Comment
- 1) Chlorine was confirmed as corrected via re-inspection conducted on April 11, 2018.

What treatment process is used? None.

What chemicals are used? None.

- Comment
- 1) System does not treat for Iron or Manganese

Why is softening being used? N/A

- Comment
- 1) System does not utilize this treatment.

Secondary Survey Form

SOURCE

GROUNDWATER QUANTITY, QUALITY, AND PROTECTION

Total Source Capacity exceeds Maximum Daily Demand? ☒ Yes ☐ No Firm capacity exceeds Average Daily Demand? ☒ Yes ☐ No
 Any unused or improperly abandoned wells within system? ☐ Yes ☒ No System has a well head protection program? ☐ Yes ☒ No
 Does the system have an emergency spill response plan? ☐ Yes ☒ No

Comment 1) System has two well pumps; one is routinely used and the other is connected to backup power.
 2) System is not required to have emergency response plan.

GROUNDWATER WELLS

DATA	Well name	Well #1	
	FLUWID	AAH9066	
	Year well drilled	Unknown	
	Depth well drilled	Unknown	
	Aquifer name	Biscayne	
	Depth of casing	Unknown	
CAPACITIES	Diameter of casing	2 inches	
	Pump type	Main (Jet pump) - WEG PCJ110	Backup (Jet pump) - Flotec FP4022-10
	Horsepower	1 HP	0.75 HP
	Rated capacity (GPM@PSI)	10 GPM @ 40 psi	8 GPM @ 40 psi
CAPACITIES	Observed Yield? (GPM@PSI)	Unknown	Unknown

Subject to flooding? Well pumps are located at ground level
 Setbacks compliant? No, there are two above-ground fuel tanks located within 100 feet of well
 Any past contamination? No

APPROPRIATE	Raw water tap compliant?	Yes	Yes
	Well head sealed?	Yes	
	Casing >12" above grade?	No	
	Casing vent compliant?	N/A	
	Check valve compliant?	Yes	
	Water meter compliant?	Yes	
	Air-relief valve installed?	No	
	Dumpline installed?	No	
Stand-by Power?	Yes, Ridgid 8kW generator		

Comment 1) Well head/casing is buried. System is unable to provide unknown information regarding the well. Well must be brought up to code upon restoration/modification.
 2) Provide 'unknown' information relating to observed yield of well pumps.
 3) Flotec well pump not in operation during inspection.

DISTRIBUTION

Flush Frequency: ☐ at least quarterly ☐ per written plan ☐ Other: None.
 Maximum Pressure 50 Minimum Pressure: 35
 Valve Maintenance Program Compliant? ☐ Yes ☒ No # of inline valves: 2 How often exercised? N/A

Comment 1) Facility does not have a flushing or valve maintenance program.

STORAGE FACILITIES

Tank Name or Number	1	2				
Storage type (ground, elevated, hydro, etc.)	Bladder	Retention/Contact				
Tank material (steel, concrete, etc.)	Steel	Galvanized Steel				
Tank size (Gallons)	120	250				
Watertight roof/hatch?	Yes	Yes				
Venting/screens compliant?	Yes (bleeder valve)	N/A				
Overflow compliant?	N/A	N/A				
Level/PSI indicator compliant?	Yes	Yes				
Drain & bypass installed?	No	Yes (just drain)				
Interior coating meet NSF?	Yes	Unknown				
Date of last annual inspection	N/A	N/A				
Year of last 5 year inspection	N/A	N/A				
Year of last 5 year washout	N/A	N/A				
On/Off pressure (PSI) settings	35/50	35/50				
Altitude valves present? (elevated)	N/A	N/A				
Adequate turnover provided?	Yes	Yes				
How are tanks levels controlled	<input type="checkbox"/> Manually <input checked="" type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA	<input type="checkbox"/> Manually <input checked="" type="checkbox"/> Auto onsite <input type="checkbox"/> SCADA				

Comment: 1) Manufacturer's information for the retention tank was missing from the plant O&M manual. The NSF rating of the interior coating is unknown.

MONITORING, REPORTING, & DATA VERIFICATION

Written available required monitoring plans? ☐ Bacteriological ☐ DBP ☐ Pb/Cu and WQP ☐ Other: Plan not available.

Monitoring program maintained and followed per rule? ☒ Yes ☐ No Records retention compliant? ☐ Yes ☒ No

Is testing required monitoring equipment compliant? ☒ Yes ☐ No Are the reagents in date? ☒ Yes ☐ No

Proper procedures for calibrating monitor equipment? ☒ Yes ☐ No Are records maintained per the FDEP ☐ Yes ☒ No

Parameters currently monitored: ☒ Chlorine ☐ pH ☐ F ☐ PO4 ☐ Fe ☐ H2S ☐ Turbidity ☐ Other: None.

Any monitoring & reporting, treatment techniques, or MCL problems? ☐ Yes ☒ No

Violation	Follow-up Date

Comment: 1) Bacteriological sampling plan not available during inspection. Monitoring results not available during inspection. Chemical MSDS not available during inspection. O&M manual is missing information about contact tank.

OPERATOR STAFFING REQUIREMENTS

Plant Category/Class: Category 5, Class D Lead operator class compliant? ☒ Yes ☐ No Number of plant operators: 2

Treatment O&M log type: Hardcover log book Approved for reduced staffing? ☐ Yes ☒ No

Distribution category: Category II

Distribution O&M log type: ☐ Paper ☐ Approved Electronic ☒ In Plant Log Book Is the log compliant? ☒ Yes ☐ No

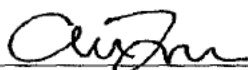
Are all licenses valid? ☒ Yes ☐ No Does staffing meet requirements of 62-699, FAC? ☒ Yes ☐ No

Comment: 1) Staffing requirements: 2 visits per week on non-consecutive days for total of 0.2 hours per week. No more than 5 days between visits. Operator must be Class D or higher.

DETERMINATIONSAreas of Concern Noted? ☒ Yes ☐ No

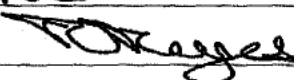
Areas of Concern	Rule	Corrective Action	Date Corrected	Significant Deficiency?
Chlorine residual greater than 4.0 ppm at remote tap	62-550.310(2)(a), FAC	Provide continuous disinfection between 0.2 and 4.0 ppm. **Corrected via reinspection on April 11, 2018**	April 05, 2018	Yes
Water leak	62-555.320(2), FAC	Repair or replace		No
Chlorine NSF/data sheet not available	62-555.320(3)(a), FAC	Confirm chlorine NSF approved and provide NSF/data sheet in plant O&M manual		No
Bacteriological sampling plan not available	62-550.518(1), FAC	Provide bacteriological sampling plan in plant records		
Not maintaining system records	62-550.720, FAC	Provide records in accordance with applicable sections of 62-555.720, FAC		No
No valve exercise/maintenance	62-555.350(2), FAC	Maintain documentation that valves are being exercised as necessary per manufacturer's recommendations and in accordance with AWWA Manual M44		No
Contact tank NSF/data sheet not available	62-555.320(3)(b), FAC	See comment #1 below		No
Well within 100' of fuel storage tanks	62-555.312(2), FAC	See comment #2 below		No
Improper color-coding of chlorine injection point	62-555.320(10), FAC	See comment #3 below		No
Insufficient well casing height	62-532.500(4)(b)4, FAC	See comment #4 below		No
Technical assistance providers recommended? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Inspector's Signature



Date: 04/30/2018

Reviewer's Signature



Date: 04/30/2018

SUMMARY OF DEFICIENCIES AND RECOMMENDATIONS**DEFICIENCIES**

- Chlorine residual exceeding 4.0 ppm at remote tap.** A test of your water indicated a free chlorine residual of more than 4.0 part per million (ppm) at a remote distribution sampling location. Chapter 62-550.310(2), FAC establishes the maximum residual disinfectant level for chlorine to 4.0 ppm throughout the water system. Although compliance with the maximum residual disinfection level (MRDL) is calculated using the running annual average in the distribution system, we recommend maintaining a chlorine residual between 0.2 and 4.0 ppm under normal operating conditions. ****Facility sent documentation on April 05, 2018 of chlorine residual within range and deficiency correction was verified on April 11, 2018 via reinspection****
- Water leak.** There is a constant drip at the pipe connection just downstream from the raw sample tap on the main well pump, before the pressure gauge. Chapter 62-555.350(2), FAC indicates that all equipment must be maintained in good operating condition. **Please repair or replace as necessary and send documentation after correction is made.**
- Questionable Water Additive.** It was unclear at the time of the survey whether the brand of sodium hypochlorite solution used by the system is approved for use in public water systems due to the manufacturer NSF sheet was not available for review. Chapter 62-555.320(3)(a), FAC indicates that water additives that come into contact with drinking water directly or indirectly must conform to NSF International Standard 60, Water Chemical Codex, or Food Chemical Codex. In addition, Chapter 62-555.350(3), FAC requires that the lead/chief water treatment plant operator certify in writing that the drinking water treatment chemicals conform to the standards stated above. If the chemical in question cannot be qualified, then it must be replaced with one that corresponds with the requirements stated above. **Please confirm that the specific sodium hypochlorite solution used in the system conforms to the current standards and retain a copy of the NSF/data sheet in the plant operations and maintenance manual.**

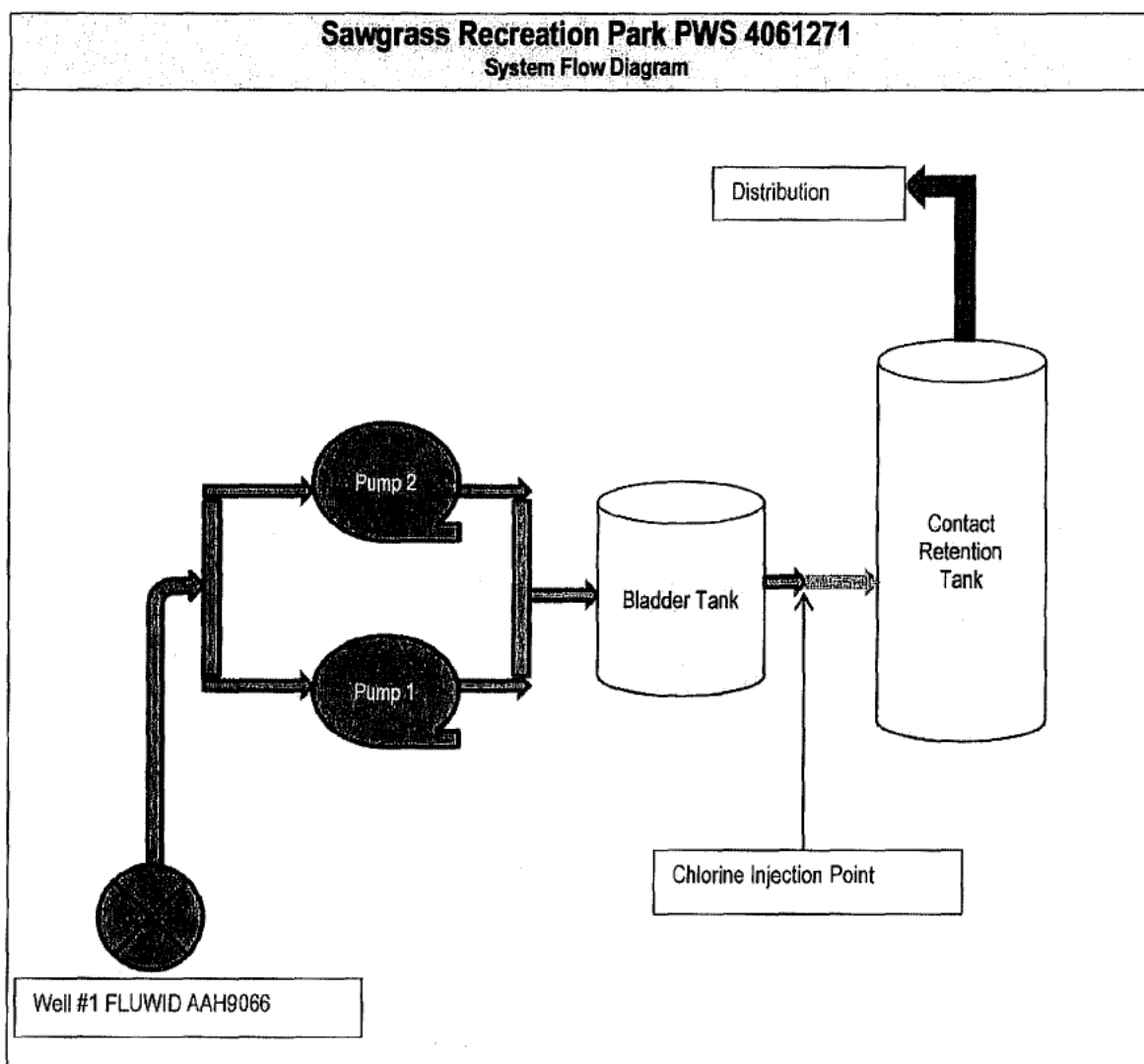
4. **No bacteriological sampling plan.** Chapter 62-550.518(1), FAC requires all public water suppliers to have a current bacteriological sampling plan available for review and possible revision, on the occasion of a sanitary survey conducted by the Department. The plan should be representative of the entire water system and should indicate on a map or system overview, the address with specific sampling site locations, timing, frequency, and rotation periods of sites where total coliform samples are to be taken. Continue to collect the required number of samples, at each sample point, each quarter, as per your plan for all systems. *Please retain a copy of the monitoring plan in the plant operations and maintenance manual.*
5. **Not maintaining system records.** The system is not maintaining its records as required by Chapter 62-550.720, FAC. Suppliers of water are required to retain on their premises, or at a convenient location near their premises, records in accordance with the following summary table:

Record	Retention period
Bacteriological Analysis pursuant to Chapter 62-550	Not less than 5 years
Chemical Analysis pursuant to Chapter 62-550	Not less than 10 years
Records of action taken by the system to correct a violation of primary drinking water standards	Not less than 3 years after the last action taken with respect to the particular violation involved
Written reports, summaries, or communications relating to cross connection control programs or sanitary surveys of the system conducted by any local, state, or federal agency	Not less than 10 years after completion of the sanitary survey
Water plant operation reports (i.e. MORs)	Not less than 10 years

6. **No exercising of valves.** The valves on the water system are not being exercised. Chapter 62-555.350(2), FAC indicates that the exercising of isolation valves shall be performed in accordance with the equipment manufacturer's recommendations or in accordance with a written preventative maintenance program established by the supplier of water. Chapter 62-555.350(12)(c), FAC indicates all suppliers of water shall keep records documenting that their isolation valves are being exercised. *Ensure that distribution valves are in good operating condition.*

COMMENTS:

- It is unknown if the interior coating of the contact/retention tank is approved for use in public water systems due to the age of the tank and the standards of the time that the system was first permitted. Public water system components that come into contact with drinking water or drinking water chemicals must conform to the applicable standards, regulations, or requirements referenced in Chapter 62-555.320(3)(b), FAC. A qualified individual must certify in writing that the public water system component conforms to one of the standards as stated above. No action is required at this time, however upon tank modification or upgrade the system will need to provide proof that the component conforms to the current standards.
- Your well is within 100 feet of 2 above-ground fuel storage tanks, which has been deemed as a high risk sanitary hazard. Chapter 62-555.312(2)-(3), FAC states that public drinking water supply wells shall be located no closer than 100 feet from sanitary hazards that pose a potentially high risk to ground water quality and public health. No action is required on this item at this time however, no additional approvals can be granted unless the water system is brought into compliance with current regulations.
- The piping at the water plant has not been completely/correctly color coded; specifically, the chlorine injection point. Chapter 62-555.320(10), FAC indicates that all new or altered, aboveground piping at drinking water treatment plants shall be color coded and labeled as recommended in Section 2.14 of Recommended Standards for Water Works as incorporated into Rule 62-555.330, FAC. Included in this letter is a color coding guidance document. It is recommended to properly color-code the chlorine injection point.
- The casing for well AAH9066 does not extend 12 inches above the concrete pad. It is recommended that all public water system wells constructed before April 1, 2002 have casings that extend at least 12 inches above pump house floor, pump pit floor, or concrete apron. Please consider extending the well casing during the next repair or renovation of the well.
- During our inspection, it was noted that both well pumps were very low to the ground. This could lead to damage in the case where the area becomes flooded with water.
- Due to high chlorine residual during our inspection, it was observed that the operator added well water to the chlorine container in order to dilute the solution strength. This is not recommended since the untreated water may have an effect on the efficacy of the chlorine solution.
- Provide unknown information in report:
 - Standby power capacity in gallons per day
 - Rated capacity and observed yield of the main well pump



MONITORING SCHEDULE

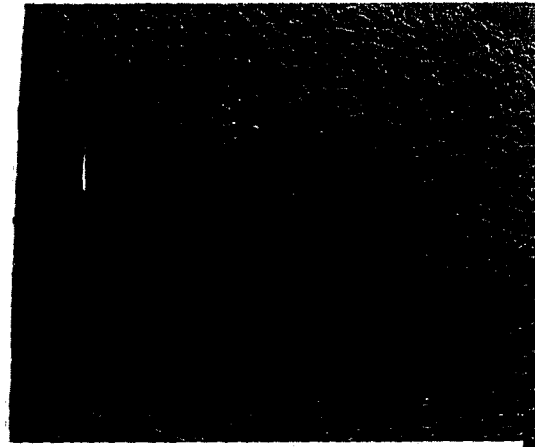
Monitoring Schedule		
Chemical	Next Due	Comments
Bacteriologicals	3rd quarter 2018	A minimum of one (1) raw sample from each well and one (1) distribution sample must be obtained every calendar quarter
Disinfectant Residuals	With MORs	At least one grab sample each day the supplier serves water to the public or at least two days a week, whichever is less
Nitrate & Nitrite	2019	One (1) sample must be obtained from the point of entry tap (POE) every year



PHOTOS



Picture 1. Chlorine residual from women's bathroom was higher than the upper detection limit for the instrument used (8.8 ppm).



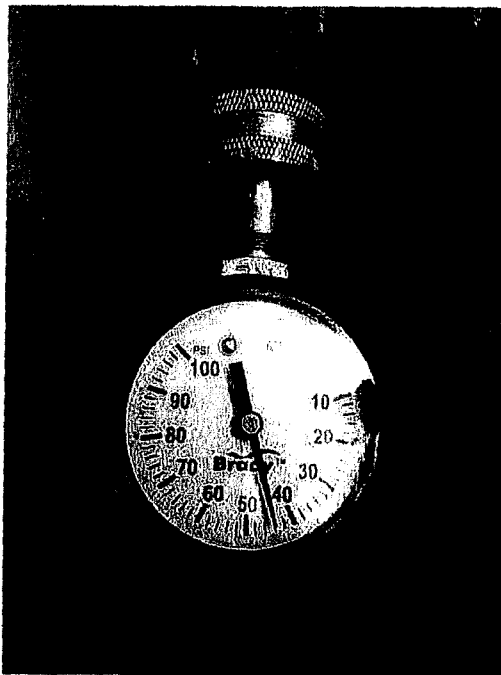
Picture 2. Operator sent documentation for correction of chlorine residual. Received on April 05, 2018.



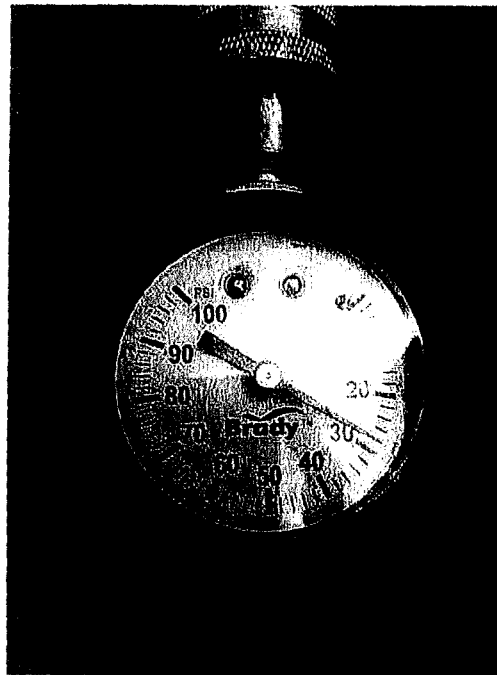
Picture 3. Reinspection conducted on April 11, 2018 showed a chlorine residual of 0.62 ppm. Sample site was on the south corner of main building.



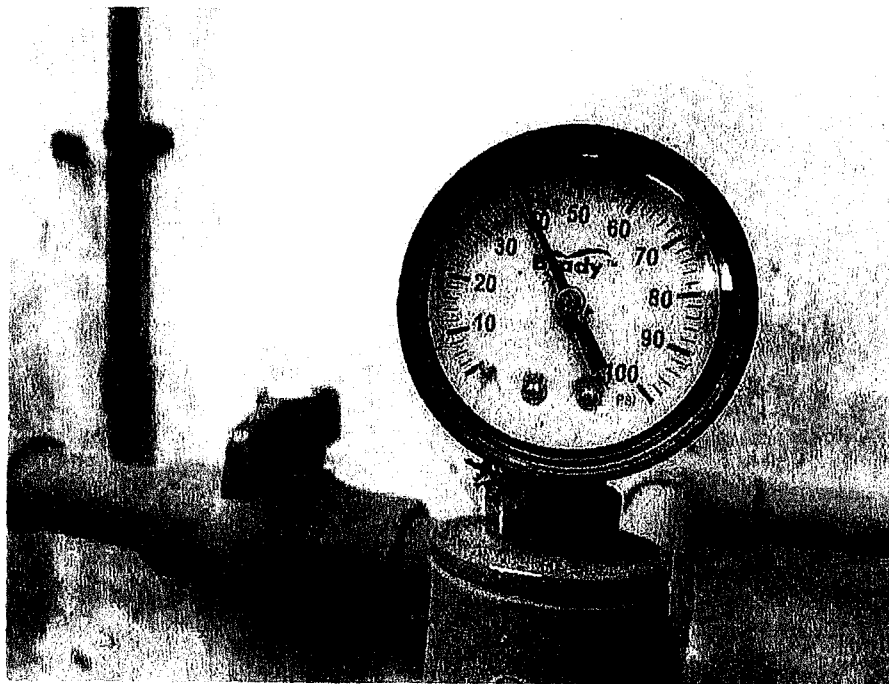
Picture 4. A water leak was observed on downstream of the raw sample tap on the main pump, upstream from the pressure gauge.



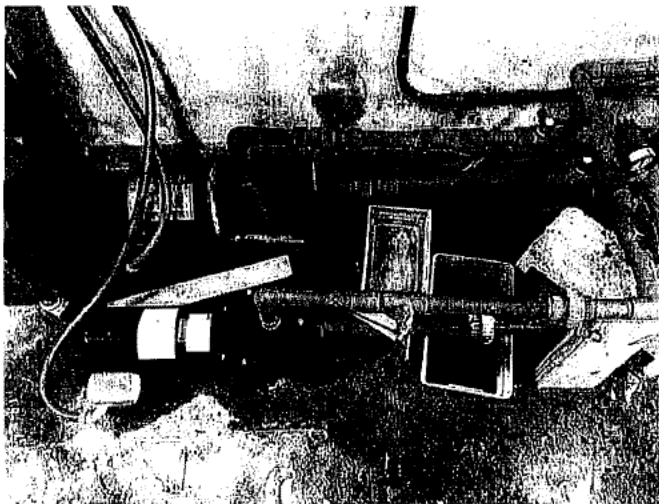
Picture 5. Pressure reading taken from hose bibb on south corner of main building showed an upper gauge pressure of 44 psi.



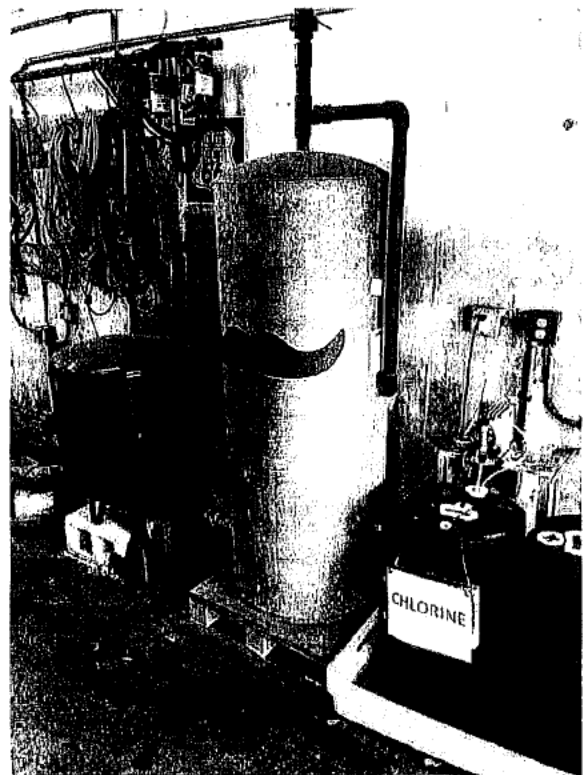
Picture 6. Some fluctuation was observed during the course of the pressure reading. Pressure reading taken from hose bibb on south corner of main building showed a lower gauge pressure of 28 psi.



Picture 7. Pressure reading taken at near well pumps was roughly 40 psi.



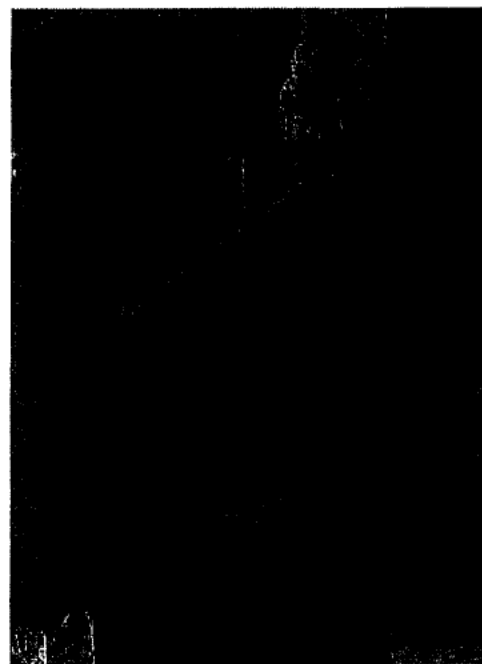
Picture 8. Overview of the well pump area.



Picture 9. Overview of the system showing bladder tank, chlorine injection, contact tank, and hypochlorite station.



Picture 10. Picture of the well (where stone is), and the two aboveground storage tanks.



Picture 11. The chlorine injection point it not properly color-coded.

Bacteriological Sampling Plan

SAWGRASS RECREATION PARK

System Name: PWS ID# 4061271System Type: DRINKING WATERID Number: 4061271

List of Sample Sites:

A. BATHROOM F. _____B. FOOD TRUCK G. _____C. WELL H. _____

D. _____ I. _____

E. Well - Raw Water Sample Tap

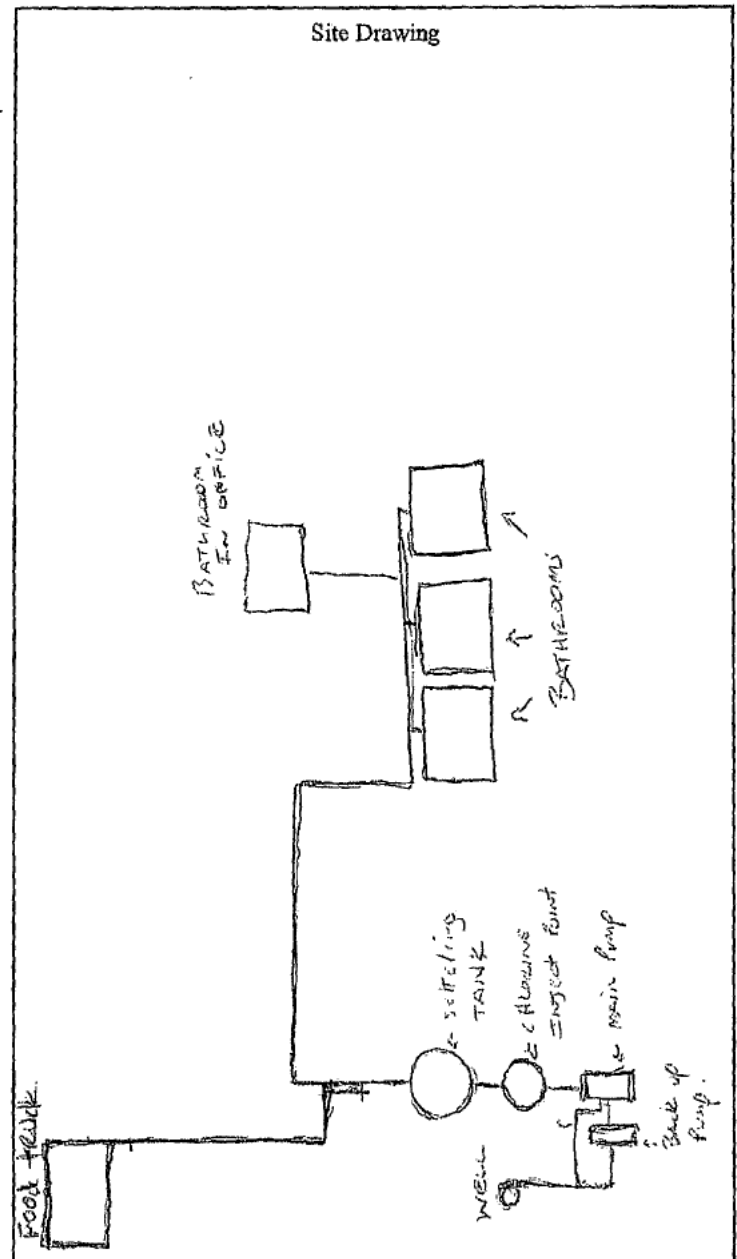
Sample Site Rotation and Frequency

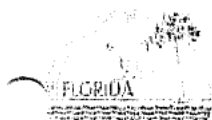
Quarter 1 Sample Sites A, F & E

Quarter 2 Sample Sites B, G & E

Quarter 3 Sample Sites C, H & E

Quarter 4 Sample Sites D, I & E

System Representative: Leo D'Amico / Mike SoverisDate: 8/27/2015Title: MANAGER



State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
 2600 BLAIR STONE ROAD, M.S. 3506
 TALLAHASSEE, FLORIDA 32399-2400
 (850)245-7500

LEONARDO DANGELO

10920 OLIVE AVENUE
 PEMBROKE PINES, FL 33026

State of Florida
Department of Environmental Protection

LICENSE NO.: 0008087 DATE ISSUED: 3/22/2015
 CLASS A DRINKING WATER TREATMENT PLANT OPERATOR
LEONARDO DANGELO
 IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES
 VALID UNTIL: 4/30/2017

State of Florida
Department of Environmental Protection

ISSUED: 3/22/2015

LICENSE NO.: 0008087

THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS
 LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2017

LEONARDO DANGELO

RICK SCOTT

JONATHAN P. STEVERSON




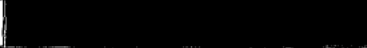
GOVERNOR

DISPLAY IS REQUIRED BY LAW




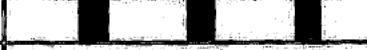










SECRETARY

Color Coding Guidance Document




Water Lines

Raw water	Olive Green	
Settled or Clarified	Aqua	
Finished / Potable	Dark Blue	
Reclaimed	Purple	




Chemical Lines

Alum of Primary Coagulant	Orange	
Ammonia	White	
Carbon Slurry	Black	
Caustic	Yellow with Green band	
Chlorine (Gas or Solution)	Yellow	
Fluoride	Light Blue with Red band	
Lime Slurry	Light Green	
Ozone	Yellow with Orange band	
Phosphate Compounds	Light Green with Red band	
Polymers or Coagulant Aids	Orange with Green band	
Potassium Permanganate	Violet	
Soda Ash	Light Green w/ Orange band	
Sulfuric Acid	Yellow with Red band	
Sulfur Dioxide	Light Green w/ Yellow band	

Waste Lines

Backwash Waste	Light Brown	
Sludge	Dark Brown	
Sewer (Sanitary or Other)	Dark Gray	

Other Lines

Compressed Air	Dark Green	
Gas	Red	
Other Lines	Light Gray	

The name of the liquid or gas should also appear on the pipe. In situations where two colors do not have sufficient contrast to easily differentiate between them a six inch band of contrasting color should be on one of the pipes at approximately 30 inch intervals. In some cases it may be advantageous to provide arrows indicating the direction of flow.

CCR Guideline for Frequency of Delivery

Delivery Method	More Specifics	Frequency of Delivery
Postal Direct Mail of CCR		Once
Postal Mail with Notice of URL		Three (3) times
Electronic Email with URL		Once
Electronic Newsletter w/ URL		Once
Postal Newsletter w/ Notice of URL	Weekly/Monthly	3 Issues
	Quarterly	2 Issues
	Annual/Semiannual	Not Allowed
Use of Monthly Water Bill	CCR enclosed	Once
	URL on bill statement	Three (3) times. *
	Flyer enclosed w/ URL	Three (3) times. *
Twitter, Facebook or other Social Media		Not Allowed

* Quarterly billing would be 2 times

Wording for the Notice:

Minimum four lines on the Notice (or their equivalents) and the font can't be less than an 8 point font:

1. 'View Anytown 2016 Water Quality Report at <http://www.XXXXXXXXXX/2016.pdf>.' (Changed slightly if emailed)
2. 'It contains important information about the source and quality of your drinking water.'
3. a. For systems without any MCLs:
'We detected XX contaminants - none above the EPA acceptable level.'
- b. For systems with MCLs, change to:
'We detected XX contaminants and X of them were above the EPA acceptable level for drinking water.'
4. 'If you prefer a copy mailed to you, please call (850) xxx-xxxx or return your entire bill with this check box [] marked.'

(Would be changed slightly if emailing the Notice- would give the options of the phone number and reply to email.)

Example #1 for the body of your mailed bill:

In 2016, Anytown Water System detected 33 drinking water contaminants and 2 of them were above the EPA accepted level. Please go to: www.anywater.org/2016waterreport.pdf to view your 2016 Annual Drinking Water Quality Report and learn more about your water. This report contains important information about the source and quality of your drinking water. If you would like a paper copy for the 2016 Annual Drinking Water Quality Report mailed to your home, please call (555) 555-5555.

On the tear-off returned portion of your mailed bill:

☐ Please check the box and return this portion of the bill to this office if you would prefer a paper copy of your Annual Water Quality Report delivered to your home.

Example #2 for the body of your mailed bill- changed slightly for emailed bill or emailed Notice:

Please view Anytown 2016 Water Quality Report at <http://www.XXXXXXXXXXXXXXXX/2016.pdf>. It contains important information about the source and quality of your drinking water. We detected 19 contaminants - none above the EPA acceptable level for drinking water. If you prefer a copy mailed to you, please call (850) xxx-xxxx or return your entire bill with this check box [] marked.

Florida Department of Health in Broward County
780 SW 24th Street, Fort Lauderdale, FL 33315 - 2643
PHONE: 954-467-4700 • <http://broward.floridahealth.gov/>
www.FloridaHealth.gov

PHAB Accredited Health Department
Public Health Accreditation Board



SENTRY INDUSTRIES INC.

SAFETY DATA SHEET

SECTION 1 CHEMICAL PRODUCT & COMPANY IDENTIFICATION

TRADE NAME: Sta Clear Liquid Chlorinator
 CHEMICAL NAME/SYNONYMS: Sodium Hypochlorite, Bleach Solution, Hypochlorite Solution, Chlorine Bleach
 MANUFACTURER: Sentry Industries Inc. 5687 N.W. 36th Ave. Miami Fl. 33142
 TELEPHONE: (305) 638-0800 (954) 527-4000 (800) 227-2047
 24 Hr EMERGENCY RESPONSE: SENTRY 305-968-3827, CHEM-TEL 800-255-3924, CHEMTRC 800-424-9300

SECTION 2 HAZARDS IDENTIFICATION

Potential Health Effects:

ACGIH - TLV: NOT ESTABLISHED

Eye Contact: Severe irritation to the eyes. Can cause tearing, conjunctivitis, and burning of the eyes.

Skin Contact: May cause redness, pain, blistering, itchy eczema and chemical burns.

Inhalation: May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema.

Ingestion: May cause corrosion of mucous membranes, perforation of esophagus and stomach, and laryngeal edema, may lead to convulsion, coma, and death.

Carcinogenicity: No components of this product at concentrations greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as carcinogen.

Hazardous Mixtures of other Liquids, Solids, or Gases: Reacts violently with acids liberating chlorine gas. Also reacts with organic substances. When heated, gives off oxygen that may increase fire hazard.

SECTION 3 COMPOSITION / INFORMATION ON INGREDIENTS

<u>Components/Ingredient(s):</u>	<u>PERCENT</u>	<u>CAS NO.</u>
Sodium Hypochlorite (NaOCl)	10.0 - 11.0% wt	7681-52-9
Sodium Chloride (Salt) (NaCl)	6.0 - 8.0% wt	7647-14-5
Sodium Hydroxide (NaOH)	0.1 - 0.3% wt	1310-73-2
Water (H ₂ O)	Balance	7732-18-5

SECTION 4 FIRST AID PROCEDURES

Eye Contact: Irrigate with water for at least 15 - 20 minutes, including under eyelids. Call a poison control center or medical physician for advice. Get medical treatment immediately.

Skin Contact: Remove contaminated clothing. Flush affected area with large amounts of water preferably using a safety shower. If skin is burned get medical treatment immediately.

Inhalation: Remove to fresh air. If person is not breathing, give artificial respiration. If breathing is difficult, have trained personnel administer oxygen. Get medical treatment immediately.

Ingestion: Rinse mouth with water. Drink large quantities of water or milk, do not induce vomiting. Repeat **DO NOT** use acidic antidotes such as sodium bicarbonate. Milk of magnesia may be helpful. Get medical treatment immediately.

NOTE: CALL A POISON CONTROL CENTER OR MEDICAL PHYSICIAN FOR ADVICE. HAVE THE PRODUCT LABEL OR MSDS WITH YOU WHEN CALLING OR GOING FOR MEDICAL TREATMENT.

Revised: 11/1/11

Hazardous Polymerization: Will not occur
 Conditions to Avoid: Due to formation of Chloramines - mixing ammonia and hypochlorite solutions should be avoided.

SECTION 11 TOXICOLOGICAL INFORMATION

Threshold Limit Value: N/A
 Toxic Limits Oral - Rat - LD50 - 13 g/kg for 5.15% solution
 Irritation Data - 10mg eyes - rabbit moderate
 Local effects - Corrosive: inhalation, skin contact, eye, ingestion hazards
 Acute Toxicity Level - Slightly toxic if ingested.

SECTION 12 ECOLOGICAL INFORMATION

Environmental Summary - Highly toxic to aquatic life.
 DAPHNIA MAGNA 24 HR. LC50=> 500 MG/L ZEBRA FISH STATIC 24 HR. LC50=> 500 MG/L

SECTION 13 DISPOSAL CONSIDERATIONS

Do not discharge into waterways or sewer systems without prior approval. Dispose of waste materials according to Federal, State and Local regulations.

SECTION 14 TRANSPORTATION INFORMATION

DOT PROPER SHIPPING NAME: Hypochlorite Solutions
 DOT IDENTIFICATION #: UN1791
 DOT HAZARD CLASS: 8 (Corrosive) ←
 PACKAGING GROUP: PG III
 LABELING: Corrosive
 RQ: 100 pounds
 DOT EMERGENCY GUIDE NO: 154
 EMERGENCY TELEPHONE #: CHEM-TEL 800-255-3924

SECTION 15 REGULATORY INFORMATION

OSHA Classification 29CFR1910:
 Physical Hazards: Reactivity, Oxidizer. Health Hazards: Acute - Skin Sensitizer, Corrosive
 CERCLA AND SARA Regulations, 40CFR300-373: RQ = 100 lbs. CERCLA Hazardous Material = Yes,
 SARA Extremely Hazardous Substance = No, SARA Toxic Chemical = No
 EPA Clean Air Act: This product does not contain nor is it manufactured with ozone depleting substances.
 EPA Pesticide: These products are registered with the U.S. EPA as a pesticide, as required under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). It is under FIFRA approved product label. It is a violation of Federal law to use this product for pesticidal applications in a manner inconsistent with the FIFRA labeling.

EPA Registration Number: 51549-3
 NSF Maximum Use Level for Potable Water (Standard 60): Check annual limits. Ranges from 56 mg/l to 100 mg/l
 TSCA (Toxic Substance Control Act), 40 DFR 710: Sources of all raw materials used in this mixture assure that all chemical ingredients present are in compliance with Section 8(b) Chemical Substance Inventory, or are otherwise in compliance to TSCA.

National Fire Rating System (NFPA): None (According to NFPA 430 - Sodium Hypochlorite is not an oxidizer)
 Hazard Material Identification System (HMIS):

Health (Blue)	2
Fire (Red)	0
Reactivity (Yellow)	1

SECTION 16 OTHER INFORMATION

4/4/08 Revise formatting to GHS standards.
 11/1/11 New product name - Sta Clear Liquid Chlorinator

The data in this Material Data Sheet relates only to the specific material designated and does not relate to its use in combination with any other material or process. The data contained is believed to be correct. However, since conditions of use are outside our control, it should not be taken as a warranty, express or implied, or representation for which Sentry Industries assume legal responsibility. This information is provided solely for your consideration, investigation, and verification. For additional information, contact our technical service department.

World Headquarters
Hach Company
P.O.Box 389
Loveland, CO USA 80539
(970) 669-3050

Page 1
Date Printed 10/26/15
MSDS No: M00109

SAFETY DATA SHEET

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: DPD Free Chlorine Reagent
Catalog Number: 2197846

Hach Company
P.O.Box 389
Loveland, CO USA 80539
(970) 669-3050

Emergency Telephone Numbers:
(Medical and Transportation)
(303) 623-5716 24 Hour Service
(515) 232-2533 8am - 4pm CST

MSDS Number: M00109
Chemical Name: Not applicable
CAS Number: Not applicable
Additional CAS No. (for hydrated forms): Not applicable
Chemical Formula: Not applicable
Chemical Family: Mixture
Intended Use: Laboratory Use Determination of Free Chlorine
HMIRC Registry Number 8079 Granted: 12/02/24

2. HAZARDS IDENTIFICATION

GHS Classification:
Hazard categories: Skin Corrosion/Irritation: Skin Irrit. 2 Serious Eye Damage/Eye Irritation: Eye Irrit. 2
GHS Label Elements:
WARNING



Hazard statements: Causes skin irritation. Causes serious eye irritation.
Precautionary statements: Wear protective gloves / protective clothing / eye protection / face protection. IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

HMIS:
Health: 1
Flammability: 1
Reactivity: 0
Protective Equipment: X - See protective equipment, Section 8.

NFPA:
Health: 1
Flammability: 1
Reactivity: 0
Symbol: Not applicable
WHMIS Hazard Classification: Class D, Division 2, Subdivision B - Toxic material (other toxic effects)
WHMIS Symbols: Other Toxic Effects

3. COMPOSITION / INFORMATION ON INGREDIENTS

Hazardous Components according to GHS:
Sodium Phosphate, Dibasic

World Headquarters
Hach Company
P.O. Box 389
Loveland, CO USA 80539
(970) 669-3050

Page 3
Date Printed 10/26/15
MSDS No: M00109

Flammable Properties: Material is not classified as flammable according to GHS criteria. Can burn in fire, releasing toxic vapors.

Fire Fighting Instruction: As in any fire, wear self-contained breathing apparatus pressure-demand and full protective gear.

Extinguishing Media: Use media appropriate to surrounding fire conditions

Extinguishing Media NOT To Be Used: Not applicable

Fire / Explosion Hazards: May react violently with: strong oxidizers

Hazardous Combustion Products: Toxic fumes of: carbon monoxide, carbon dioxide, phosphorus oxides, nitrogen oxides.

6. ACCIDENTAL RELEASE MEASURES

Spill Response Notice:

Only persons properly qualified to respond to an emergency involving hazardous substances may respond to a spill according to federal regulations (OSHA 29 CFR 1910.120(a)(v)) and per your company's emergency response plan and guidelines/procedures. See Section 13, Special Instructions for disposal assistance. Outside of the US, only persons properly qualified according to state or local regulations should respond to a spill involving chemicals.

Containment Technique: Stop spilled material from being released to the environment. Releases of this material may contaminate the environment.

Clean-up Technique: Scoop up spilled material into a large beaker and dissolve with water. Decontaminate the area of the spill with a soap solution. If permitted by regulation, flush reacted material to the drain with a large excess of water. Otherwise, Dispose of in accordance with local, state and federal regulations or laws.

Evacuation Procedure: Evacuate as needed to perform spill clean-up. If conditions warrant, increase the size of the evacuation.

DOT Emergency Response Guide Number: Not applicable

7. HANDLING AND STORAGE

Handling: Avoid contact with eyes, skin, clothing. Use with adequate ventilation. Do not breathe dust. Wash thoroughly after handling. Maintain general industrial hygiene practices when using this product.

Storage: Store between 10° and 25°C. Protect from: light, moisture, heat. Keep away from: oxidizers

Flammability Class: Not applicable

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Use general ventilation to minimize exposure to mist, vapor or dust. Maintain general industrial hygiene practices when using this product.

Personal Protective Equipment:

Eye Protection: safety glasses with top and side shields

Skin Protection: nitrile gloves. In the EU, the selected gloves must satisfy the specifications of EU Directive 89/686/EEC and standard EN 374 derived from it. lab coat

Inhalation Protection: adequate ventilation

Precautionary Measures: Avoid contact with: eyes, skin, clothing. Use with adequate ventilation. Do not breathe: dust. Wash thoroughly after handling. Protect from: light, moisture, heat. Keep away from: oxidizers

TLV: 15 mg/m³ as inhalable dust; 5 mg/m³ as respirable dust

PEL: 10 mg/m³ as inhalable dust; 3 mg/m³ as respirable dust

For Occupational Exposure Limits (OEL) for ingredients, see section 3 - Composition/Information on Ingredients.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: White or light pink powder

Physical State: Solid

Molecular Weight: Not applicable

Odor: Odorless

Odor Threshold: Not applicable

pH: 6.35 (1% solution)

Metal Corrosivity:

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Sensitization: Based on classification principles, the classification criteria are not met.

CMR Effects/Properties (carcinogenic, mutagenic or toxic to reproduction): Based on classification principles, the classification criteria are not met. Summary of findings reported in the literature follow.

Disodium EDTA: Cytogenetic Analysis - Hamster Lung - 200 mg/L

IARC Listed: No

This product does NOT contain any NTP listed chemicals.

This product does NOT contain any OSHA listed carcinogens.

Symptoms/Effects:

Ingestion: DPD LD50 studies revealed decreased locomotor activity, depressed respiration, muscle spasms, loss of righting reflex and death. Autopsies revealed ulcerated stomach, enteritis, gas and congested lungs. Very large doses may cause: gastrointestinal tract irritation diarrhea nausea vomiting irritation of the mouth and esophagus fever lethargy muscular cramps calcium deficiency in the blood kidney damage

Inhalation: Large doses may cause: irritation of nose and throat

Skin Absorption: No effects anticipated

Chronic Effects: DPD may cause allergic skin reactions in some people causing severe skin rashes and itching.

Chronic overexposure may cause low levels of calcium in the blood kidney damage

Medical Conditions Aggravated: Allergy or sensitivity to salts of N,N-Diethyl-p-phenylenediamine Pre-existing: Eye conditions Skin conditions Respiratory conditions

12. ECOLOGICAL INFORMATION

Product Ecological Information: --

No ecological data available for this product. Based on classification principles, not classified as hazardous to the environment.

Method Used for Estimation of Aquatic Toxicity of Mixture Summation Method M-factor (Multiplier) for highly toxic ingredients: 1

Ingredient Ecological Information: Salt of N,N-Diethyl-p-Phenylenediamine: 48 hr Daphnia magna EC50 = 10.8 mg/L; 24 hr NOEC = 3.1 mg/L; 48 hr NOEC = 3.1 mg/L; EDTA, disodium salt: 96 hr Bluegill LC50 = 159 mg/L; 72 hr Green algae ErC50 = 10-100 mg/L.

CEPA categorization for ingredients are as follows:

EDTA, disodium salt: Not persistent, bioaccumulative or inherently toxic to aquatic organisms.

Sodium Phosphate, Dibasic: Persistent, not bioaccumulative and not inherently toxic to aquatic organisms.

13. DISPOSAL CONSIDERATIONS

EPA Waste ID Number: Not applicable

Special Instructions (Disposal): Dilute to 3 to 5 times the volume with cold water. If permitted by regulation, Open cold water tap completely, slowly pour the material to the drain. Allow cold water to run for 5 minutes to completely flush the system. Otherwise, Check with local municipal and state authorities and waste contractors for pertinent local information regarding the proper disposal of chemicals.

Empty Containers: Working in a well-ventilated area, Rinse three times with an appropriate solvent. Collect rinsate and dispose of according to local, state or federal regulations. In the US, rinsate from empty containers is classified as hazardous waste and should be disposed of at an E.P. A. approved facility. Rinsate from empty containers may contain sufficient product to require disposal as hazardous waste. Dispose of empty container as normal trash.

NOTICE (Disposal): These disposal guidelines are based on federal regulations and may be superseded by more stringent state or local requirements. Please consult your local environmental regulators for more information. In Europe: Chemical and analysis solutions must be disposed of in compliance with the respective national regulations. Product packaging must be disposed of in compliance with the country-specific regulations or must be passed to a packaging return system.

14. TRANSPORT INFORMATION

D.O.T.:

D.O.T. Proper Shipping Name: Not Currently Regulated

--

Hazard Class: NA

Subsidiary Risk: NA

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Australian Inventory (AICS) Status: Exempt. Annual Report Required.
New Zealand Inventory (NZIoC) Status: All components either listed or exempt.
Korean Inventory (KECI) Status: All components of this product are either listed, listed as the anhydrous compound or exempt.
Japan (ENCS) Inventory Status: All components either listed or exempt.
China (PRC) Inventory (MEP) Status: All components either listed or exempt.

16. OTHER INFORMATION

References: TLV's Threshold Limit Values and Biological Exposure Indices for 1992-1993. American Conference of Governmental Industrial Hygienists, 1992. Air Contaminants, Federal Register, Vol. 54, No. 12. Thursday, January 19, 1989. pp. 2332-2983. In-house information. Technical Judgment. Outside Testing. Sax, N. Irving. Dangerous Properties of Industrial Materials, 7th Ed. New York: Van Nostrand Reinhold Co., 1989.

Complete Text of H phrases referred to in Section 3: H302 Harmful if swallowed. Not applicable H315 Causes skin irritation. H319 Causes serious eye irritation. H401 Toxic to aquatic life. H412 Harmful to aquatic life with long lasting effects.

Revision Summary: Substantial revision to comply with EU Reg 1272/2008, Reg 1907/2006 and UN GHS (ST/SG/AC.10/36/Add.3).

Date of MSDS Preparation:

Day: 04

Month: March

Year: 2014

MSDS Prepared: MSDS prepared by Product Compliance Department extension 3350

CCOHS Evaluation Note: This product has been classified and labeled in accordance with the requirements of GHS (ST/SG/AC.10/36/Add.3). It is offered under the interim policy that was established by Health Canada permitting use of GHS-formatted safety data sheets in Canada prior to revision of CPR to GHS. It is offered under exemption from WHMIS labeling as specified in the Controlled Products Regulation (CPR) Section 17.

Legend:

NA - Not Applicable	w/w - weight/weight
ND - Not Determined	w/v - weight/volume
NV - Not Available	v/v - volume/volume

USER RESPONSIBILITY: Each user should read and understand this information and incorporate it in individual site safety programs in accordance with applicable hazard communication standards and regulations.

THE INFORMATION CONTAINED HEREIN IS BASED ON DATA CONSIDERED TO BE ACCURATE. HOWEVER, NO WARRANTY IS EXPRESSED OR IMPLIED REGARDING THE ACCURACY OF THESE DATA OR THE RESULTS TO BE OBTAINED FROM THE USE THEREOF.

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General Information: In the event of exposure, show this Material Safety Data Sheet and label (where possible) to a doctor.
Advice to doctor: Treat symptomatically.
Eye Contact: Immediately flush eyes with water for 15 minutes. Call physician.
Skin Contact (First Aid): Wash skin with soap and plenty of water. Call physician if irritation develops. Remove contaminated clothing.
Inhalation: Remove to fresh air.
Ingestion (First Aid): Never give anything by mouth to an unconscious person. Give 1-2 glasses of water under medical supervision. Call physician immediately.

5. FIRE FIGHTING MEASURES

Flammable Properties: Can burn in fire, releasing toxic vapors. Material is not classified as flammable according to GHS criteria. During a fire, this product decomposes to form toxic gases.
Fire Fighting Instruction: As in any fire, wear self-contained breathing apparatus pressure-demand and full protective gear.
Extinguishing Media: Use media appropriate to surrounding fire conditions
Extinguishing Media NOT To Be Used: Not applicable
Fire / Explosion Hazards: None reported
Hazardous Combustion Products: Toxic fumes of: carbon monoxide, carbon dioxide, iodine compounds, phosphorus oxides, potassium oxides, sodium monoxide, nitrogen oxides.

6. ACCIDENTAL RELEASE MEASURES

Spill Response Notice:
Only persons properly qualified to respond to an emergency involving hazardous substances may respond to a spill according to federal regulations (OSHA 29 CFR 1910.120(a)(v)) and per your company's emergency response plan and guidelines/procedures. See Section 13, Special Instructions for disposal assistance. Outside of the US, only persons properly qualified according to state or local regulations should respond to a spill involving chemicals.
Containment Technique: Stop spilled material from being released to the environment. Releases of this material may contaminate the environment.
Clean-up Technique: Scoop up spilled material into a large beaker and dissolve with water. If permitted by regulation, flush reacted material to the drain with a large excess of water. Otherwise, decontaminate the area of the spill with a soap solution. Pick up spill for disposal and place in a closed container. Dispose of in accordance with local, state and federal regulations or laws.
Evacuation Procedure: Evacuate as needed to perform spill clean-up. If conditions warrant, increase the size of the evacuation.
DOT Emergency Response Guide Number: Not applicable

7. HANDLING AND STORAGE

Handling: Avoid contact with eyes, skin, clothing. Do not breathe dust. Wash thoroughly after handling. Maintain general industrial hygiene practices when using this product.
Storage: Store between 10° and 25°C. Protect from: light, heat, moisture
Flammability Class: Not applicable

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Engineering Controls: Have an eyewash station nearby. Use general ventilation to minimize exposure to mist, vapor or dust.
Personal Protective Equipment:
Eye Protection: safety glasses with top and side shields
Skin Protection: lab coat, nitrile gloves. In the EU, the selected gloves must satisfy the specifications of EU Directive 89/686/EEC and standard EN 374 derived from it.
Inhalation Protection: adequate ventilation
Precautionary Measures: Avoid contact with: eyes, skin, clothing. Do not breathe: dust. Wash thoroughly after handling. Protect from: light, heat, moisture

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11. TOXICOLOGICAL INFORMATION

Toxicokinetics, Metabolism and Distribution: No information available for mixture.

Toxicologically Synergistic Products: None reported

Acute Toxicity: Route Data Given Below Based on classification principles, the classification criteria are not met.

Oral Rat LD50 = 7000 mg/kg (male); Oral Rat (female) LD50 = 4700 mg/kg.

Specific Target Organ Toxicity - Single Exposure (STOT-SE): Based on classification principles, the classification criteria are not met.

Specific Target Organ Toxicity - Repeat Exposure (STOT-RE): Based on classification principles, the classification criteria are not met.

Skin Corrosion/Irritation: Irritating to skin.

May cause mild irritation.

Eye Damage: Irritating to eyes.

May cause mild irritation.

Sensitization: Based on classification principles, the classification criteria are not met.

Potassium iodide may cause allergic skin reactions in already sensitized individuals.

CMR Effects/Properties (carcinogenic, mutagenic or toxic to reproduction): Based on classification principles, the classification criteria are not met.

This product does NOT contain any IARC listed chemicals.

This product does NOT contain any NTP listed chemicals.

This product does NOT contain any OSHA listed carcinogens.

Symptoms/Effects:

Ingestion: May cause iodism, which symptoms include skin rash, conjunctivitis, runny nose, sneezing, bronchitis, headache, fever and irritation of mucous membranes. DPD LD50 studies revealed decreased locomotor activity, depressed respiration, muscle spasms, loss of righting reflex and death. Autopsies revealed ulcerated stomach, enteritis, gas and congested lungs. Large doses may cause: lethargy loss of strength loss of coordination difficult breathing diarrhea

Inhalation: Very large doses may cause: respiratory tract irritation Effects similar to those of ingestion.

Skin Absorption: No effects anticipated

Chronic Effects: Chronic overexposure may cause allergic skin reactions hypothyroidism liver damage DPD may cause allergic skin reactions in some people causing severe skin rashes and itching. Iodines overdose, 'iodism', may cause skin rash, runny nose, headaches, fever and bronchitis.

Medical Conditions Aggravated: Allergy or sensitivity to salts of N,N-Diethyl-p-phenylenediamine Pre-existing: Eye conditions Skin conditions Respiratory conditions Persons with pre-existing respiratory conditions may be more susceptible to the effects of Potassium Iodide exposure.

12. ECOLOGICAL INFORMATION

Product Ecological Information: --

No ecological data available for this product. Mobility in soil: No data available Do not release into the environment. Do not place in landfill. Recycle appropriately.

Method Used for Estimation of Aquatic Toxicity of Mixture Summation Method M-factor (Multiplier) for highly toxic ingredients: 1

Ingredient Ecological Information: EDTA, disodium salt: 72 hr Green algae ErC50 = 10-100 mg/L. DPD Salt: 48 hr Daphnia magna EC50 = 10.8 mg/L

CEPA categorization for ingredients are as follows:

Potassium iodide: Persistent and inherently toxic to aquatic organisms (Pit). EDTA, disodium salt: Not persistent, bioaccumulative or inherently toxic to aquatic organisms.

13. DISPOSAL CONSIDERATIONS

EPA Waste ID Number: Not applicable

Special Instructions (Disposal): Dilute to 3 to 5 times the volume with cold water. If permitted by regulation. Open cold water tap completely, slowly pour the material to the drain. Allow cold water to run for 5 minutes to completely flush the system. Otherwise, Check with national, local municipal and state authorities and waste contractors for pertinent local information on the disposal of this article.

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Clean Water Act (40 CFR 116.4): Sodium phosphate, dibasic - RQ 5000 lbs.

RCRA: Contains no RCRA regulated substances.

State Regulations:

California Prop. 65: No Prop. 65 listed chemicals are present in this product.

Identification of Prop. 65 Ingredient(s): Not applicable

California Perchlorate Rule CCR Title 22 Chap 33: Not applicable

Trade Secret Registry: New Jersey Trade Secret Registry Number 80100131-5001 (Carboxylate Salt) New Jersey Trade Secret Registry Number 80100131-5002 (DPD Salt) New York Trade Secret Registry Number 478 (DPD Salt) New York Trade Secret Registry Number 479 (Carboxylate Salt) This product complies with Pennsylvania Trade Secret Regulations. This product is registered as a trade secret in the state of Illinois. This product is registered as a trade secret in the state of Massachusetts. This product is registered as a trade secret in the state of New York.

National Inventories:

U.S. Inventory Status: All ingredients in this product are listed on the TSCA 8(b) Inventory (40 CFR 710).

CAS Number: Not applicable

Canadian Inventory Status: DSL Listed: Yes

EEC Inventory Status: All ingredients used to make this product are listed on EINECS / ELINCS or are placed on the market in quantities less than 10 kg per year.

Australian Inventory (AICS) Status: Exempt. Annual Report Required.

New Zealand Inventory (NZIO) Status: All components either listed or exempt.

Korean Inventory (KECI) Status: Not listed - exempt. Quantity < 100 kg per annum.

Japan (ENCS) Inventory Status: Not Listed - Exempt.

China (PRC) Inventory (MEP) Status: All components either listed or exempt.

16. OTHER INFORMATION

References: CCINFO MSDS/FTSS. Canadian Centre for Occupational Health and Safety. Hamilton, Ontario Canada: 30 June 1993. The Merck Index, 11th Ed. Rahway, New Jersey: Merck and Co., Inc., 1989. Outside Testing. Technical Judgment. In-house information. TLV's Threshold Limit Values and Biological Exposure Indices for 1992-1993. American Conference of Governmental Industrial Hygienists, 1992. Air Contaminants, Federal Register, Vol. 54, No. 12. Thursday, January 19, 1989. pp. 2332-2983.

Complete Text of H phrases referred to in Section 3: Not applicable H315 Causes skin irritation. H319 Causes serious eye irritation.

Revision Summary: Substantial revision to comply with EU Reg 1272/2008, Reg 1907/2006 and UN GHS (ST/SG/AC.10/36/Add.3).

Date of MSDS Preparation:

Day: 24

Month: February

Year: 2015

MSDS Prepared: MSDS prepared by Product Compliance Department extension 3350

CCOHS Evaluation Note: This product has been classified and labeled in accordance with the requirements of GHS (ST/SG/AC.10/36/Add.3). It is offered under the interim policy that was established by Health Canada permitting use of GHS-formatted safety data sheets in Canada prior to revision of CPR to GHS. It is offered under exemption from WHMIS labeling as specified in the Controlled Products Regulation (CPR) Section 17.

Legend:

NA - Not Applicable	w/w - weight/weight
ND - Not Determined	w/v - weight/volume
NV - Not Available	v/v - volume/volume

USER RESPONSIBILITY: Each user should read and understand this information and incorporate it in individual site safety programs in accordance with applicable hazard communication standards and regulations.

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ALLIED UNIVERSAL CORPORATIONHeadquarters: 3901 NW 115th Avenue, Miami, Florida 33178 Phone: (305) 888 - 2623**MATERIAL SAFETY DATA SHEET**

May be used to comply with OSHA's Hazard Communication Standard, 29 CFR § 1910.1200.

TODAY'S DATE: 09/06/07

MSDS NUMBER: 0001

24 HOUR EMERGENCY CHEMICAL SPILL OR RELEASE PHONE NUMBERS:

Allied Universal Corp. at 1-305-483-7732 (Digital Beeper) and/or CHEMTREC at 1-800-424-9300

SECTION 1 CHEMICAL PRODUCT/COMPANY IDENTIFICATION**Sodium Hypochlorite**

Product Names: Aqua Guard Chlorinating Sanitizer, Aqua Guard Bleach, Liquid Chlorine Solution, Liquid Bleach, Hypochlorite, Hypo and Chlorine Bleach.

Listed Strengths: 10.5%, 12.5% and 15%

CAS Number: 7681-52-9

Date MSDS Revised: August 2007 (previous revision 11/04)

Product Use: Disinfectant and sanitizer, see product label for all approved uses & instructions.

NSF Approval: Yes. Certified to NSF/ANSI Standard 60. Maximum use in Potable Water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

NSF Non-Food Compounds Approval: Yes

SECTION 2 HAZARD INGREDIENTS/IDENTITY INFORMATION

Hazardous Ingredient(s): % (w/w) as Sodium Hypochlorite: 10.5-16%

Exposure Standards: None established for Sodium Hypochlorite, as Chlorine exposure standards are:

PEL (OSHA): 1 ppm as Cl₂STEL (OSHA): 3 ppm as Cl₂TLV (ACGIH): 0.5 ppm as Cl₂TWA (ACGIH): 0.5 ppm as Cl₂WEEL (AIHA): 2 mg/m³, 15 minute TWA as Cl₂STEL (ACGIH): 1 ppm as Cl₂

Emergency Overview: May cause burns to the eyes, skin and mucous membranes.

SECTION 3 PHYSICAL/CHEMICAL CHARACTERISTICS

Alternate Name(s):	Bleach
Chemical Name:	Sodium Hypochlorite
Chemical Family:	Oxidizing Agent
Molecular Formula:	Na-O-Cl
Form:	Liquid
Appearance:	Water clear to a slight greenish-yellow, or light yellow aqueous solution
Odor:	Chlorine odor
pH:	11-14, dependent upon % weight as Sodium Hypochlorite
Vapor Pressure:	Not available
Vapor Density (Air=1):	Not available
Boiling Point:	Approximately 230° F (110° C)
Freezing Point:	14 F (8% w/w Cl ₂ solution), 7 F (10% w/w Cl ₂ solution), -3 F (12% w/w Cl ₂ solution)
Solubility (Water):	Completely Soluble
Solubility (Other):	Reacts with Many Organic Solvents
Density:	Appx. 10 lbs. per gallon
Evaporation Rate:	Not Available
Specific Gravity:	1.126 (8% w/w Cl ₂ solution), 1.163 (10% w/w Cl ₂ solution), 1.202 (12% w/w Cl ₂ solution), 1.25 (15% w/w Cl ₂ solution)
Molecular Weight:	74.5

SECTION 4 STABILITY & REACTIVITY DATA

Chemical Stability	Stable <u> X </u>	Unstable <u> </u>
Incompatibility (Conditions to Avoid): Stability decreases with heat and light exposure.		
Incompatibility (Materials to Avoid): May react violently with strong acids. Other incompatibles include strong caustics, ammonia, urea, reducing agents, organics, ether and oxidizable materials. Reaction with metals (nickel, iron, cobalt and copper) may produce oxygen gas, which supports combustion. May react with organohalogen compounds to		

form spontaneously combustible compounds. May react explosively with nitro- and chloro-organic compounds as well as acids and reducing agents. Acidification liberates chlorine gas.		
Hazardous Decomposition or Byproducts: Chlorine gas. Decomposes with heat and reacts with acids. Hazardous gases/vapors produced are hypochlorous acid, chlorine and hydrochloric acid. Composition depends upon temperature and decrease in pH. Additional decomposition products, which depend on pH, temperature and time, are sodium chloride and chlorate, and oxygen.		
No Mechanical Shock or Impact	No Static Discharge	Oxidizer: No if <12% by weight, Yes if > than 12% by weight
Hazardous Polymerization	May Occur	Will Not Occur X

Note: Sodium Hypochlorite reacts violently with amines and ammonium salts. Solutions are reactive with common cleaning products such as toilet bowl cleaners, rust removers, vinegar, acids, organics and ammonia products to produce hazardous gases such as chlorine and other chlorinated species.

SECTION 5 POTENTIAL HEALTH EFFECTS AND FIRST AID INFORMATION

GENERAL: May cause immediate pain. Exposure to the skin may cause sensitization or other allergic responses. If the eye is not irrigated immediately after it has been exposed permanent eye damage may occur. Strict adherence to first aid measures following any exposure is essential. **SPEED IS ESSENTIAL!**

ROUTE(S) OF ENTRY AND POTENTIAL HEALTH EFFECTS	EMERGENCY & FIRST AIDE PROCEDURES
INHALATION: Strong Irritating to mucous membranes in the nose, throat and respiratory tract. Prolonged contact can cause chronic irritation, pulmonary edema and central nervous system depression. Repeated inhalation exposure may cause impairment of lung function and permanent lung damage.	If inhaled, move exposed person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. If breathing is difficult, have trained person administer oxygen. Call a poison control center or medical physician for further treatment advice. Have the product label or MSDS with you when calling or going for medical treatment.
SKIN CONTACT: Prolonged and repeated exposure to dilute solutions often causes irritation, redness, pain and drying and cracking of the skin. Human evidence has indicated that an ingredient in this product can cause skin sensitization. Depending upon the concentration and how soon after exposure the skin is washed with water, skin contact may cause burns and tissue destruction.	If on skin or clothing, take off all contaminated clothing and rinse skin immediately with plenty of water for 15-20 minutes. If irritation persists, repeat flushing. Do not transport victim unless the recommended irrigation period is completed unless flushing can be continued during transport. Call a poison control center or medical physician for treatment advice. Have the product label or MSDS with you when calling or going for medical treatment.
EYE CONTACT: Strongly irritating to eyes. Exposure to vapor can cause tearing, conjunctivitis and burning of the eyes. Eye contact may cause a corneal injury. The severity of the effects depend on the concentration and how soon after exposure the eyes are washed with water. In severe exposure cases, glaucoma, cataracts and permanent blindness may occur.	If in eyes, hold eye open and rinse slowly and gently with plenty of water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye for 10-15 minutes. Do not transport victim until the recommended flushing period is completed unless irrigation can be continued during transport. Call a poison control center or medical physician for further treatment advice. Have the product label and/or MSDS with you when calling or going to medical treatment.
INGESTION: Corrosive. Can cause severe corrosion of and damage to the gastrointestinal tract (including mouth, throat, and esophagus). Exposure is characterized by nausea, vomiting, abdominal pain, diarrhea, bleeding, and/or tissue ulceration.	If swallowed, call poison control center or medical physician immediately for treatment advice. Have the product label or MSDS with you when calling or going for medical treatment. Have exposed person sip a glass of water if able to swallow, and dilute immediately by giving milk, melted ice cream, starch paste or antacids such as milk of magnesia. Avoid sodium bicarbonate because of carbon dioxide release. DO NOT INDUCE VOMITING, LAVAGE OR ACIDIC ANTIDOTES unless told to do so by poison control center or medical physician. DO NOT give anything by mouth to an unconscious person. If spontaneous vomiting occurs, have victim lean forward with head down to avoid breathing in of vomitus, rinse mouth and administer more water.

NOTE TO PHYSICIAN(S): Pre-existing medical conditions may be aggravated by exposures affecting target organs. There are no known chronic effects. Probable mucosal damage may contraindicate the use of gastric lavage. In addition to the alkalinity of this product, the continued generation of chlorine gas after ingestion can damage further the stomach mucous, depending on the amount ingested. Consideration may be given to removal of the product from the stomach, taking care to avoid perforation of esophagus or stomach. An ounce of 1% sodium thiosulfate or milk of magnesia is helpful.

SECTION 6 TOXICOLOGICAL DATA

ANIMAL DATA: Inhalation 0.25-hour LC50 - 10.5 mg/L in rats; Acute Dermal LD50 - 10,000 mg/kg in rabbits; Acute Oral LD50 - 8910 mg/kg in rats

SUMMARY: The concentrated solution is corrosive to skin, and a 5% solution is a severe eye irritant. Solutions containing more than 5% available chlorine are classified by DOT corrosive (please see section 10 of this MSDS). Toxicity described in animals from single exposures by ingestion include muscular weakness, and hypoactivity. Repeated ingestion exposure in animals caused an increase in the relative weight of adrenal glands in one study, but no pathological changes were observed in two other studies. Long-term administration of compound in drinking water of rats caused depression of the immune system. No adverse changes were observed in an eight week dermal study of a 1% solution in guinea pigs. Tests in animals demonstrate no carcinogenic activity by either the oral or dermal routes. Tests in bacterial and mammalian cell cultures demonstrate mutagenic activity.

CARCINOGENICITY: None of the components present in this material at concentrations equal to or greater than 0.1% are listed by IARC, NTP, OSHA or ACGIH as carcinogen.

MUTAGENICITY: Sodium Hypochlorite has been shown to produce damage to genetic material when tested in vitro. Studies in vivo have shown no evidence of mutagenic potential for this material. It is judged that the risk of genetic damage is insignificant for sodium hypochlorite because of its biological activity, lack of mutagenicity in vivo, and failure to produce carcinogenic response.

SECTION 7 FIRE AND EXPLOSION HAZARD DATA

Flash Point: This product does not flash		Flammable Limits (Lower): Not Applicable
Flammable Limits (Upper): Not Applicable		Auto Ignition Temperature: Not Applicable
Decomposition Temperature: Not Applicable		Rate of Burning: Not Available
Explosive Power: Not Available	Sensitivity to Mechanical Impact: Not expected to be sensitive to mechanical impact	Sensitivity to Static Discharge: Not expected to be sensitive to static discharge
Fire and Explosion Hazards: This material is non-flammable but is decomposed by heat and light, causing a pressure build-up which could result in an explosion. When heated, it may release chlorine gas or hydrochloric acid. Vigorous reaction with oxidizable or organic materials may result in fire.		Extinguishing Media: Use agents appropriate for surrounding fire. Foam, dry chemical, carbon dioxide, water fog or spray. If leak or spill has not ignited, use water spray to disperse the vapors and to protect persons attempting to stop the leak.
Fire Fighting Procedures: Water spray should be used to cool containers and may be used to knock down escaping vapor. Remove storage vessels from the fire zone.		Fire Fighting Protective Equipment: Full protective clothing, including a NIOSH approved self-contained breathing apparatus, must be worn in a fire involving this material. Toxic gas vapors are produced upon decomposition.

SECTION 8 ECOLOGICAL INFORMATION

The toxicity and corrosivity of this product is a function of concentration and the concentration's pH.

ECOTOXICOLOGICAL INFORMATION: Toxic to aquatic life. 96-hour LC50: fathead minnows: 0.090-5.9 mg/L, bluegill sunfish: 0.10-2.48 mg/L, shore crab: 1.418 mg/L, grass shrimp: 52.0 mg/L, scud: 0.145-4.0 mg/L, water flea: 2.1 mg/L.

ENVIRONMENTAL EFFECTS: Do not contaminate domestic or irrigation water supplies, lakes, streams, ponds, or rivers. May be an aesthetic nuisance due to color. Mammals and birds, exposed wildlife would be subject to skin irritation and burns due to the corrosive nature of this material.

SECTION 9 DISPOSAL CONSIDERATIONS

Treatment, storage, transportation, and disposal must be in accordance with applicable Federal, State, and Local regulations. Do not burn. Do not flush to surface water or sanitary sewer system. If pH of material is equal to or greater than a 12.5, the material is a RCRA Hazardous Waste D002, corrosive.

SECTION 10 TRANSPORT INFORMATION

U.S. DOT Basic Shipping Description: Hypochlorite Solutions, 8, UN1791, III

U.S. DOT Hazardous Substance: Yes, RQ 100 pounds (Sodium Hypochlorite)

U.S. DOT Marine Pollutant: No

U.S. DOT Required Label: Corrosive (see column 6, 49 CFR §172.101)

U.S. DOT Packaging Exception: Yes, if package meets the criteria of a limited quantity or consumer commodity as defined by 49 CFR §171.8, §173.144 and .154, and §172.312 and .316

N. AMERICAN EMERGENCY GUIDE PAGE NUMBER: 154

Transportation Emergency Phone Numbers: CHEMTREC 1-800-424-9300

SECTION 11 PRECAUTIONS FOR SAFE HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING: Take all precautions to avoid personal contact. Keep container closed except when transferring material. Locate safety shower and eyewash station close to chemical handling area. Use normal good industrial hygiene and housekeeping practices, wash thoroughly after handling. Store in a cool, dry, well-ventilated area, away from incompatibles (minimum distance of 20-25 feet per NFPA Code 1) and direct sunlight. Keep container properly labeled at all times. Vented containers must be used and must be kept closed when not

being used. Long-term storage is impossible without decomposition. Only use containers made from tinted glass, polyethylene & FRP. Keep out of reach of children.

PROCESS HAZARDS: Not Available

STORAGE TEMPERATURE: Store containers below 29°C and above freezing point. Do not expose sealed containers above 40°C. Try to store in the dark at the lowest possible temperature, but keep from freezing, to slow-down decomposition.

SECTION 12 EXPOSURE CONTROLS/PERSONAL PROTECTION

ENGINEERING CONTROLS: Full handling precautions should be taken at all times. Provide good room ventilation plus local exhaust at points of emission and low level floor exhaust in immediate handling area. Where engineering controls are not feasible, use adequate local exhaust ventilation wherever mist, spray or vapor may be generated.

PERSONAL PROTECTIVE EQUIPMENT:

Eye: Use chemical safety goggles when there is potential for contact (splashing), faceshield recommended – ANSI Z87.1

Skin: Gloves and protective clothing (apron, boots, and bodysuits) made from rubber, vinyl, neoprene or PVC. Standard work clothing closed at the neck and wrist while wearing impervious equipment.

Respiratory (Specify Type): A NIOSH/MSHA approved air purifying respirator with an acid gas cartridge or canister may be permissible under circumstances where airborne concentrations are expected to exceed exposure limits. Protection provided by air purifying respirators is limited. Use a positive pressure air supplied respirator if there is potential for uncontrolled releases, exposure levels are not known, or other circumstances where air purifying respirators may not provide adequate protection.

Other: Eyewash, shower station (ANSI Z358.1) must be provided within the immediate work area.

SECTION 13 ACCIDENTAL RELEASE MEASURES

Ventilate enclosed area. Collect product for recovery or disposal. For release to land, contain discharge by constructing dikes or applying inert absorbent; for release to water, utilize damming and/or water diversion to reduce the spread of contamination; and, for release to air, vapors may be suppressed by the use of a water fog. All run-off water must be captured for treatment and disposal. Collect contaminated soil and water, and absorbent for disposal. Notify applicable government authority if release is reportable or could adversely affect the environment. Please follow all Local, State and Federal Laws for clean-up and disposal of all contaminated material. **Deactivating Chemicals:** Sodium Sulfite, Sodium Thiosulfate and Sodium Bisulfite.

SECTION 14 REGULATORY INFORMATION

OSHA CLASSIFICATION, 29 CFR §1900-1910:

Physical Hazards: Reactivity **Health Hazards:** Acute - Skin Sensitizer, Corrosive

CERCLA AND SARA REGULATIONS, 40 CFR §300-373:

Reportable Quantity = 100 lb.

CERCLA Hazardous Material: Yes

Title III Hazard Classifications: Acute - yes, Chronic - no, Fire - yes, Reactivity - yes & Sudden Release of Pressure - No. This product may be reportable under the requirements of 40 CFR §370.

SARA Extremely Hazardous Substance: No **SARA Toxic Chemical:** No

CA Prop 65: No

FDA 21 CFR 178.1010: Yes, Approved as Sanitizer

NSF Whitebook (former USDA Approval) Listing: Aqua Guard Chlorinating Sanitizer 10.5% - 3D, B1, B2, D1, D2, G4, G7, GX, Q4, Aqua Guard Bleach 12.5% - 3D, B1, B2, D1, D2, G4, GX, Q4

EPA "CLEAN AIR ACT": This product does not contain nor is it manufactured with ozone depleting substances. It is not defined as a Hazardous Air Pollutant per 40 CFR 112.

EPA Pesticide: The 10.5% and 12.5% sodium hypochlorite products are registered with the U.S. EPA as a pesticide, as required under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). It is a violation of Federal law to use this product for pesticidal applications in a manner inconsistent with the FIFRA labeling.

NPCA-HMIS RATING: HEALTH: 3 FLAMMABILITY: 0 REACTIVITY: 2

NFPA RATING: NONE AT THIS TIME

SECTION 15 REFERENCES

Suppliers' Material Safety Data Sheets and EPA Labeling Requirements

Olin and OxyChem Sodium Hypochlorite Handbook

Chlorine Institute Sodium Hypochlorite Pamphlet #96

Chlorine Institute Product Stewardship Bulletins for Sodium Hypochlorite

This information contained herein, while not guaranteed, is offered only as a guide to the handling of this specific material and has been prepared in good faith by product knowledgeable personnel. This information is not intended to be all-inclusive as to the manner and conditions of use, handling and storage. Other factors may involve other or additional safety or performance considerations. Though Allied Universal Corporation is happy to respond to questions regarding safe handling of Allied's products, safe handling and use remains the responsibility of the product's consumers and/or customers. No warranty of merchantability or fitness for purpose, or any other kind, express or implied, is made regarding performance, stability or otherwise. Allied Universal Corp. will not be liable for any damages, losses, injuries or consequential damages that may result from the use of or reliance on any information contained herein. No suggestions for use are intended as, and nothing herein shall be construed as a recommendation to infringe any existing patents or violate any federal, state or local laws, rules, regulations or ordinances.

Well Pump Switching Procedure

In the event of a power outage it will be necessary to switch to auxiliary power for our Small Water System. So here is our...

Well Pump Power Outage Protocol:

1. Important! When working with the system please remember to shut off power to the pumps before beginning.
2. Always make sure the system never drops below 20PSI
3. Plug East (110) pump pigtail into emergency power generator ("Ginger")
4. Switch off power to West (220)pump.
5. Close valves #4 & #1
6. Open Valves #3 & #2
7. Move the Uni-dose chlorine pump power from the West (220) pump to pigtail on East (110V) pump.

Flotec®

Water is Our Business®

293 Wright Street, Delavan, WI 53115
Phone: 800-365-6832
Fax: 800-526-3757
www.flotecwater.com

OWNER'S MANUAL

EXHIBIT "A"

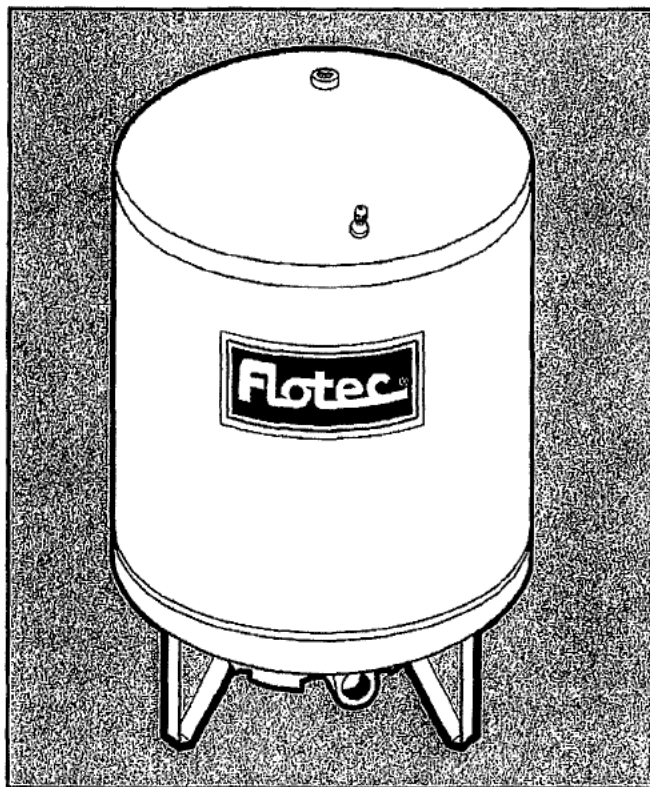
Pre-Charged Pressure Tanks

NOTICE D'UTILISATION

Réservoirs sous pression préchargés

MANUAL DEL USUARIO

Tanques de presión precargada



MODELS

FP7I00

FP7I00H

FP7I10

FP7I10T

FP7I10TH

FP7I20

FP7I25

FP7I30

FP7I35

Installation/Operation/Parts

*For further operating,
installation, or maintenance
assistance:*

Call 800-365-6832

English..... Pages 2-8

Installation/Fonctionnement/Pièces

*Pour plus de renseignements
concernant l'utilisation,
l'installation ou l'entretien,*

Composer le 800 365-6832

Français Pages 9-15

Instalación/Operación/Piezas

*Para mayor información sobre
el funcionamiento, instalación o
mantenimiento de la bomba:*

Llame al 800-365-6832

Español..... Páginas 16-22

Important Safety Instructions

SAVE THESE INSTRUCTIONS - This manual contains important instructions that should be followed during installation, operation, and maintenance of the product.

⚠ This is the safety alert symbol. When you see this symbol on your pump or in this manual, look for one of the following signal words and be alert to the potential for personal injury!

⚠ DANGER indicates a hazard which, if not avoided, *will* result in death or serious injury.

⚠ WARNING indicates a hazard which, if not avoided, *could* result in death or serious injury.

⚠ CAUTION indicates a hazard which, if not avoided, *could* result in minor or moderate injury.

NOTICE addresses practices not related to personal injury.

Carefully read and follow all safety instructions in this manual and on pump.

Keep safety labels in good condition. Replace missing or damaged safety labels.

California Proposition 65 Warning

⚠ WARNING This product contains chemicals known to the State of California to cause cancer or birth defects or other reproductive harm.

1. Read this manual carefully. Failure to follow these Instructions could cause serious bodily injury and/or property damage.
2. Consult installer or licensed plumber for correct relief valve. Install system according to local codes.
3. Always test water from well for purity before using. Check local health department for testing procedure.
4. Before installing or servicing tank, BE SURE pump electric power source is disconnected. Release all water pressure before working on tank or system. Release air pressure before removing cover flange.
5. Install relief valve in pump supply line to tank, as close to tank as possible.
6. BE SURE pump electrical circuit is properly grounded.
7. Remove bleeder orifices, air volume controls or other air charging devices in existing system.
8. DO NOT USE tank as a surge suppressor.

⚠ WARNING Risk of explosion. Pump body may explode if used as a booster pump unless relief valve capable of passing full pump flow at 75 PSI is installed. Do not ground to a gas supply line. To prevent possible serious or fatal injury and/or damage to equipment, system pressure must be less than 100 pounds per square inch (PSI) (689kPa) under any circumstances. Failure to follow instruction can result in tank blowup. If system discharge pressure can exceed 100 PSI (689kPa), install a relief valve capable of passing the full pump volume at 100 PSI (689kPa).

⚠ WARNING Risk of freezing. Do not allow pump, tank, or piping system to freeze. Freezing can severely damage equipment and may lead to tank explosion and serious injury. Allowing tank to freeze voids tank warranty.

For parts or assistance, call Flotec Customer Service at 800-365-6832.

General Information

Tanks listed below are pre-charged, or filled with air at the factory, to 40 pounds per square inch (PSI) (276kPa). When installing tank, set tank pressure according to Chart 1. To do this, bleed air from or add air to tank through valve on top of tank.

NOTICE Always set or check tank pre-charge with NO WATER in tank or water pressure in system. If you have already pumped water before setting or checking pre-charge pressure, turn pump off. Open faucet until there is no more water pressure. Set pre-charge in tank according to Chart 1, then close faucet and turn pump back on. Periodically inspect pump and system components.

NOTICE Replace and tighten air valve cap after pressure is adjusted correctly. Failure to replace air cap may allow loss of air pressure and lead to tank waterlogging and bladder failure.

Chart 1

Pressure Switch Setting - PSI	Tank Precharge - PSI
20-40 (138-276 kPa)	18 (124 kPa)
30-50 (207-345 kPa)	28 (193 kPa)
40-60 (276-414 kPa)	38 (262 kPa)

(The first number on the pressure switch is the pump on setting; the second number is the pump off setting.)

Pre-charged storage tanks can be connected together to increase the drawdown. Drawdown is the actual amount of usable water available from when the tank is full to when the pump turns on. Installing two tanks of same size will double the drawdown supply, three tanks will triple the drawdown supply, (Figure 1). Locate pressure switch as shown. Tank and pressure switch cannot be more than 10' (3M) apart.

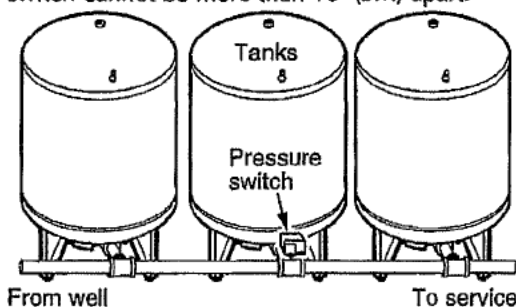


Figure 1

NOTICE Tank capacity is different than drawdown. Tank capacity is the actual physical volume of the sheet metal that makes up the tank.

Operating Cycle

- Step 1. Tank nearly empty – air expands filling area above bladder (Figure 2A).
- Step 2. Water enters tank – air is compressed above bladder as it fills with water (Figure 2B).
- Step 3. Pump-up cycle completed – air compressed to OFF setting of pressure switch (Figure 2C).
- Step 4. Water drawn from tank – compressed tank air forces water out of bladder (Figure 2D).
- Step 5. Bladder empty – new cycle ready to begin (Figure 2A).

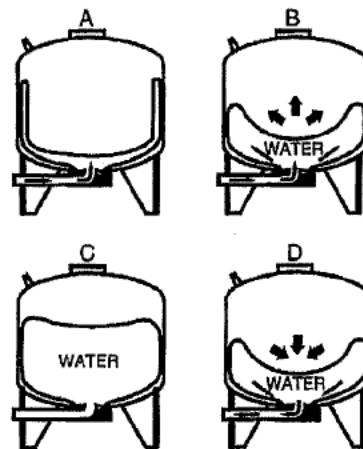


Figure 2

Installation

NOTICE Do not allow pump or any system component to freeze. To do so will void warranty.

Connect discharge pipe from pump to a tee. Connect one side of tee to tank flange and the other side of tee to service. Use plastic or steel pipe as required. To prevent leaks, use PTFE pipe thread sealant tape on male threads of all threaded connections to tank.

NOTICE To be sure pipe joints are not cross-threaded and all threads are clean, make connections by hand (without sealer) first. When threads are clean, remove pipe, add PTFE pipe thread sealant tape, and remake connection. Tighten by hand first; finish with pipe wrench. When installing an elbow or nipple in the plastic tank flange, tighten it hand tight plus 1-1/2 turns with a pipe wrench. DO NOT OVERTIGHTEN!

Standard Tank Replacement

When replacing standard tank in a water system with pre-charged tank, no bleeder orifices or Air Volume Control (AVC) are required. When sizing a pre-charged tank to replace a standard tank, the tanks should have equivalent drawdowns.

For parts or assistance, call Flotec Customer Service at 800-365-6832

For example, model FP7110T precharged tank has a drawdown of 5.8 gallons (22L) and is equivalent to a 42 gallon standard tank that has a drawdown of 4.3 gallons (16.3L).

⚠ WARNING Risk of electric shock and explosion. Disconnect all power to pump and bleed all pressure from system before working on pump, tank, or piping.

For jet pump installation, remove AVC tube from port in pump body or jet body and plug port (see Figure 3). New pumps come with plug installed.

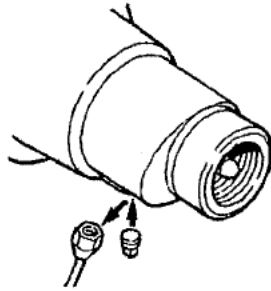


Figure 3 - Plug AVC Port when installing pre-charged tank on existing pumps. New pumps come with plug installed.

When working on submersible pumps in wells be sure safety rope is solidly connected to pump and to secure anchor at the well head at all times. Do not drop the pump down the well!

Bleeder Orifices

NOTICE For submersible pump installations, there may be bleeder orifices in the vertical discharge pipe. They must be removed and the tees plugged when a pre-charged tank is installed in the system. To do this, raise the pump and discharge piping enough to bring the bleeder orifices clear of the well. Remove the bleeder orifices from tees and replace with plugs (see Figure 4). Bleeder orifices may be any of several sizes. Have a pair each of 1/2", 3/4", and 1" plugs available. Replace pump and reconnect the discharge pipe.

Adjusting Tank Pre-charge

In areas where temperature is high for long periods of time, tank pre-charge pressure may increase. This may reduce tank drawdown (amount of water available per cycle). If this occurs, adjust pre-charge pressure according to Chart 1.

Flush all air out of piping system and water reservoir portion of pre-charged tank. Required on: new installations, pumps requiring repriming, and pumps disassembled for service.

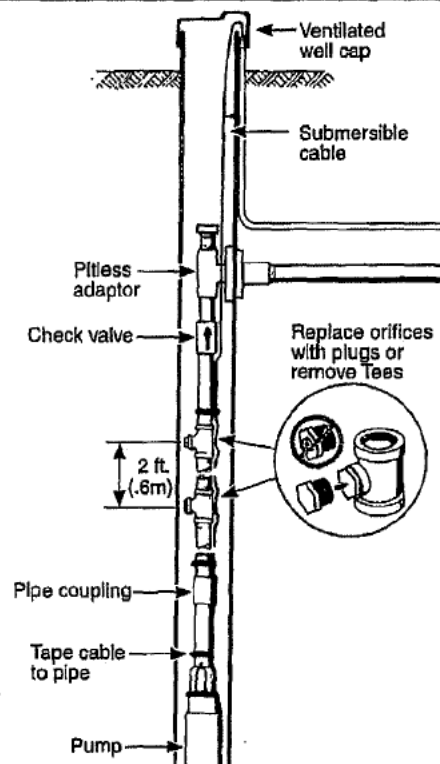


Figure 4

Do as follows:

- Step 1. Open faucets furthest from tank and run pump.
- Step 2. Run pump until sputtering stops and steady stream of water flows.
- Step 3. Open and close faucets repeatedly until all air has been removed.
- Step 4. If stream does not become steady, air may be leaking into system; check for leaks in piping on suction side of pump.

NOTICE To prevent waterlogging, check tank air charge annually.

To Check Tank Air Charge

If drawdown decreases significantly, check as follows:

- Step 1. To check air charge in tank, shut off electric power to pump, open faucet near tank, and drain completely.
- Step 2. At air valve, check tank air pressure with tire gauge. See Chart 1, for correct pressure setting. If needed, adjust tank pressure up or down.
- Step 3. Use soap or liquid detergent to check for air leaks around air valve. Continuous bubbling indicates leak. If necessary, release air pressure and install new core in air valve, (same as used for automobile tubeless tires.)

For parts or assistance, call Flotec Customer Service at 800-365-6832

Testing For Bladder Leakage

- Step 1. Disconnect power to pump.
- Step 2. Drain water from tank bladder by opening faucet closest to tank.
- Step 3. Remove valve cap and release all pressure by depressing valve core. When air stops coming from valve, remove valve core to release remaining pressure.
- Step 4. Disconnect piping from elbow on tank cover flange.
- Step 5. Carefully turn tank upside down or lay on its side.

NOTICE Retained water in tank may cause sudden weight shift when lowering. Support tank so it cannot fall when being lowered or inverted.

- Step 6. If bladder leaks, water will run out of valve. If so, replace bladder.
- Step 7. If replacing bladder, be sure air and water pressures are relieved before removing cover flange. When reassembling cover flange, do not tighten nuts or mounting studs more than 85 in-lbs. (9.6 Nm).

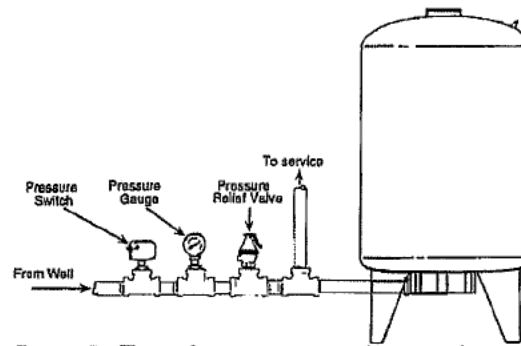


Figure 5 - Typical installation with vertical pre-charge tank and submersible well pumps

NOTICE When using metal pipe with plastic fittings use only pipe thread sealant tape on male threads.

NOTICE Most standard tanks have separate inlet and outlet ports. Pre-charge tanks have one port serving both functions. When replacing standard tank with a pre-charge tank, run pipe from pump into a tee as shown. 2nd leg of tee goes to tank elbow; 3rd leg goes to existing service.

Product Information – Pre-Charged Tanks

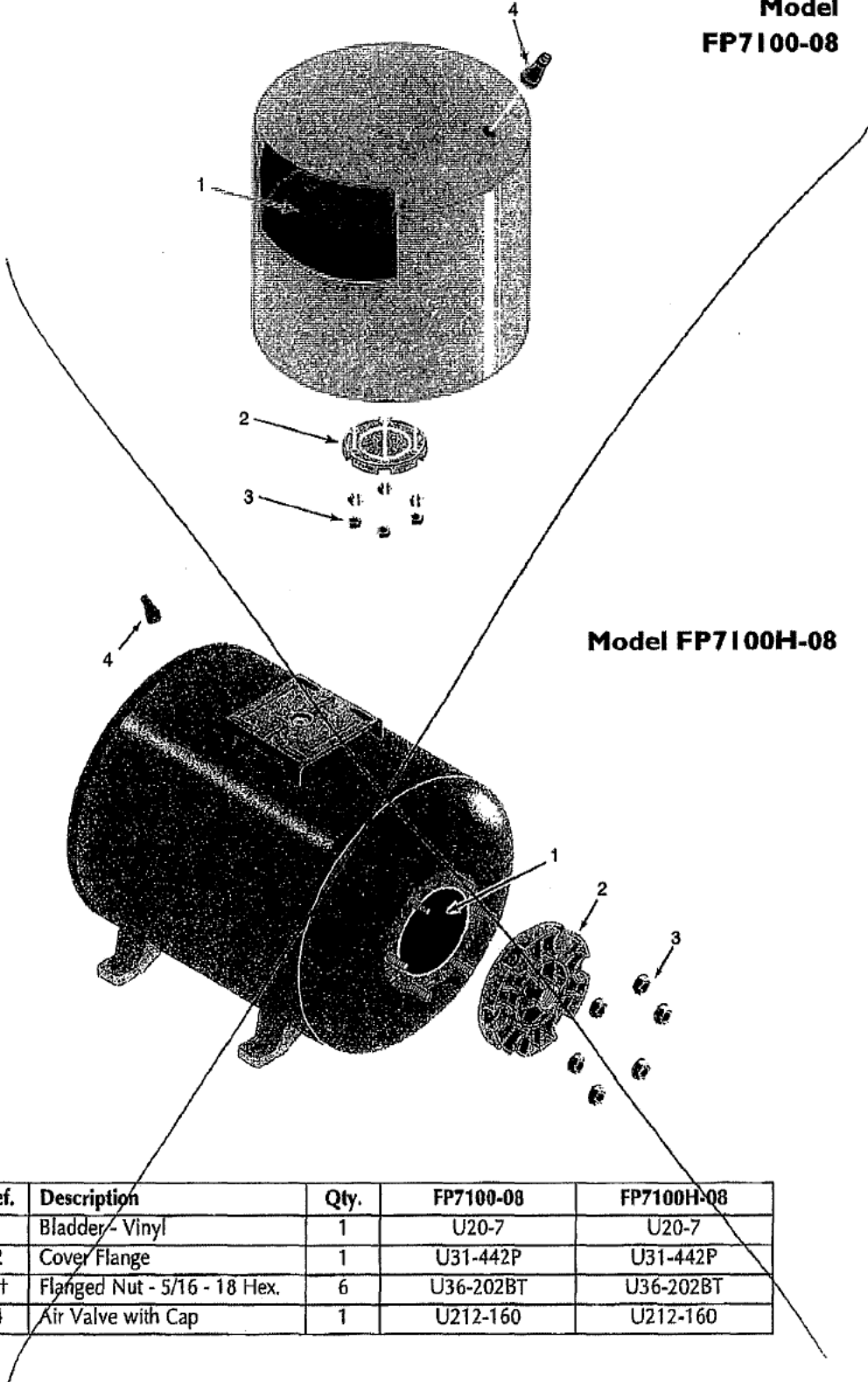
Catalog Number	Drawdown - Gals(L)		
	20-40 PSI (138-276 kPa)	30-50 PSI (207-345 kPa)	40-60 PSI (276-414 kPa)
FP7100	2.2 (8.3)	1.8 (6.8)	1.6 (6.1)
FP7100H	2.2 (8.3)	1.8 (6.8)	1.6 (6.1)
FP7110T	6.9 (26.1)	5.9 (22)	5.0 (18.9)
FP7110TH	6.9 (26.1)	5.9 (22)	5.0 (18.9)
FP7110	6.9 (26.1)	5.9 (22)	5.0 (18.9)
FP7120	12.7 (48.1)	10.7 (40.5)	9.3 (35.2)
FP7125	18.3 (69.3)	15.5 (58.7)	13.4 (50.7)
FP7130	30.0 (113.6)	26.0 (98.4)	22.0 (83.3)
FP7135	41.3 (156.3)	35.4 (134.0)	31.0 (117.3)

Catalog Number	Maximum Capacity US GALS (L)	Equivalent to Standard Tank US GALS (L)	Tank Diameter (mm)	Overall Height (mm)	Tank Discharge Tapping
FP7100	6 (23)	15 (57)	12" (305)	16 1/2" (419)	.75"
FP7100H	6 (23)	15 (57)	12" (305)	*16 1/2" (419)	.75"
FP7110T	19 (72)	42 (159)	16" (406)	30 1/8" (765)	1"
FP7110TH	19 (72)	42 (159)	16" (406)	*24 5/8" (625)	1"
FP7110	19 (72)	42 (159)	20" (508)	22 3/4" (578)	1"
FP7120	35 (132)	82 (310)	20" (508)	36 1/4" (921)	1"
FP7125	50 (189)	120 (454)	24" (610)	34 3/4" (883)	1.25"
FP7130	85 (322)	220 (833)	24" (610)	54" (1372)	1.25"
FP7135	119 (450)	320 (1211)	24" (610)	68" (1727)	1.25"

* Overall length; this model is a horizontal tank.

For parts or assistance, call Flotec Customer Service at 800-365-6832

Model
FP7100-08



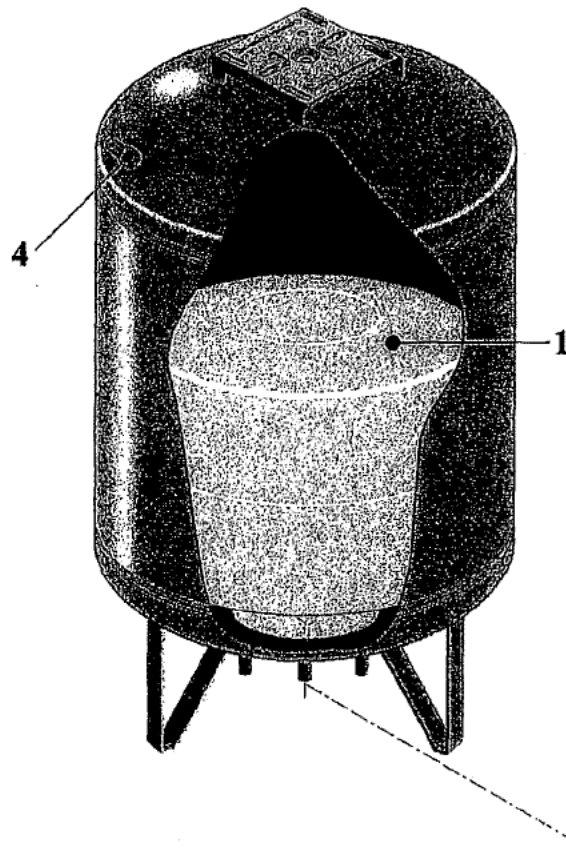
Ref.	Description	Qty.	FP7100-08	FP7100H-08
1	Bladder - Vinyl	1	U20-7	U20-7
2	Cover Flange	1	U31-442P	U31-442P
3†	Flanged Nut - 5/16 - 18 Hex.	6	U36-202BT	U36-202BT
4	Air Valve with Cap	1	U212-160	U212-160

† Standard hardware items, may be purchased locally.

For parts or assistance, call Flotec Customer Service at 800-365-6832

Repair Parts

EXHIBIT "A"



Models
FP7110-08
FP7110T-08
FP7110TH-08
FP7120-08
FP7125-08 125-09
FP7130-08
FP7135

Ref.	Description	Qty.	FP7110-08	FP7110T-08	FP7110TH-08
1	Bladder - Vinyl	1	U20-8	U20-13	U20-13
2	Cover Flange	1	U31-446P	U31-446P	U31-446P
3+	Flanged Nut - 5/16 - 18 Hex.	6	U36-202BT	U36-202BT	U36-202BT
4	Air Valve with Cap	1	U212-160	U212-160	U212-260

Ref.	Description	Qty.	FP7120-08	FP7125-08	FP7130-08
1	Bladder - Vinyl	1	U20-9	U20-10	U20-14
2	Cover Flange	1	U31-446P	U31-447P	U31-447P
3+	Flanged Nut - 5/16 - 18 Hex.	6	U36-202BT	U36-202BT	U36-202BT
4	Air Valve with Cap	1	U212-160	U212-160	U212-260

Ref.	Description	Qty.	FP7135
1	Bladder - Vinyl	1	U20-20
2	Cover Flange	1	U31-462P
3+	Flanged Nut - 5/16 - 18 Hex.	6	U36-202BT
4	Air Valve with Cap	1	U212-160

For parts or assistance, call Flotec Customer Service at 800-365-6832

Retain Original Receipt For Warranty Eligibility

Limited Warranty

This Limited Warranty is effective June 1, 2011 and replaces all undated warranties and warranties dated before June 1, 2011. FLOTEC warrants to the original consumer purchaser ("Purchaser" or "You") that its products are free from defects in material and workmanship for a period of twelve (12) months from the date of the original consumer purchase. If, within twelve (12) months from the original consumer purchase, any such product shall prove to be defective, it shall be repaired or replaced at FLOTEC's option, subject to the terms and conditions set forth herein. Note that this limited warranty applies to manufacturing defects only and not to ordinary wear and tear. All mechanical devices need periodic parts and service to perform well. This limited warranty does not cover repair when normal use has exhausted the life of a part or the equipment.

The original purchase receipt and product warranty information label are required to determine warranty eligibility. Eligibility is based on purchase date of original product – not the date of replacement under warranty. The warranty is limited to repair or replacement of original purchased product only, not replacement product (i.e. one warranty replacement allowed per purchase). Purchaser pays all removal, installation, labor, shipping, and incidental charges.

For parts or troubleshooting assistance, DO NOT return product to your retail store - contact FLOTEC Customer Service at 800-365-6832.

Claims made under this warranty shall be made by returning the product (except sewage pumps, see below) to the retail outlet where it was purchased or to the factory immediately after the discovery of any alleged defect. FLOTEC will subsequently take corrective action as promptly as reasonably possible. No requests for service will be accepted if received more than 30 days after the warranty expires. Warranty is not transferable and does not apply to products used in commercial/rental applications.

Sewage Pumps

DO NOT return a sewage pump (that has been installed) to your retail store. Contact FLOTEC Customer Service. Sewage pumps that have seen service and been removed carry a contamination hazard with them.

If your sewage pump has failed:

- Wear rubber gloves when handling the pump;
- For warranty purposes, return the pump's cord tag and original receipt of purchase to the retail store;
- Dispose of the pump according to local disposal ordinances.

Exceptions to the Twelve (12) Month Limited Warranty

Product - Model	Warranty Period
FP0F360AC, FP0FDC	90 days
FP0S1775A, FP0S1790PCA, FP0S2400A, FP0S2450A, FP0S4100X, FP2800DCC, FPCP-20ULST, FPPSS3000, FPSC2150A, FPSC3150A, FPSC3350A	2 Years
4" Submersible Well Pumps, FP0S3200A, FP0S3250A, FP0S6000A, FPSC1725X, FPSC2200A, FPSC2250A, FPSE3601A, FPPSS5000	3 Years
FP7100 Series Pressure Tanks, E100ELT, E3305TLT, E3375TLT, E5005TLTT, E50TLT, E50VLT, E75STVT, E75VLT, FPSC3200A, FPSC3250A, FPSC4550A	5 Years

General Terms and Conditions; Limitation of Remedies

You must pay all labor and shipping charges necessary to replace product covered by this warranty. This warranty does not apply to the following: (1) acts of God; (2) products which, in FLOTEC's sole judgment, have been subject to negligence, abuse, accident, misapplication, tampering, or alteration; (3) failures due to improper installation, operation, maintenance or storage; (4) atypical or unapproved application, use or service; (5) failures caused by corrosion, rust or other foreign materials in the system, or operation at pressures in excess of recommended maximums.

This warranty sets forth FLOTEC's sole obligation and purchaser's exclusive remedy for defective products.

FLOTEC SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR CONTINGENT DAMAGES WHATSOEVER. THE FOREGOING LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING LIMITED WARRANTIES SHALL NOT EXTEND BEYOND THE DURATION PROVIDED HEREIN.


Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to You. This warranty gives You specific legal rights and You may also have other rights which vary from state to state.

FLOTEC • 293 Wright Street • Delavan, WI U.S.A. 53115
Phone: 800-365-6832 • Fax: 800-526-3757 • www.flotecwater.com

For parts or assistance, call Flotec Customer Service at 800-365-6832

Directives de sécurité importantes

Conservez ces directives – Ce manuel renferme d'importantes directives qu'il faut suivre durant l'installation et l'entretien de la pompe.

Ce symbole  indique qu'il faut être prudent. Lorsque ce symbole apparaît sur la pompe ou dans cette Notice, rechercher une des mises en garde qui suivent, car elles indiquent un potentiel de blessures corporelles!

Le mot signal **▲ DANGER** indique un danger qui, s'il n'est pas évité, causera la mort ou des blessures graves.

Le mot signal **▲ AVERTISSEMENT** indique un risque qui, s'il n'est pas évité, pourrait causer la mort ou des blessures graves.

Le mot signal **▲ ATTENTION** indique un risque qui, s'il n'est pas évité, pourrait causer des blessures mineures ou modérées.

Le mot **AVIS** est utilisé pour les pratiques qui ne sont pas reliées aux blessures personnelles.

Lire attentivement toutes les consignes de sécurité contenues dans cette Notice ou collées sur la pompe.

Garder les autocollants de sécurité en bon état; les remplacer s'ils manquent ou s'ils ont été endommagés.

Avertissement lié à la Proposition 65 de la Californie

▲ AVERTISSEMENT Ce produit et les accessoires connexes contiennent des produits chimiques reconnus dans l'État de la Californie comme pouvant provoquer des cancers, des anomalies congénitales ou d'autres dangers relatifs à la reproduction.

1. Lire ce manuel avec soin. Le non-respect des instructions peut entraîner des blessures corporelles graves et/ou des dommages matériels.
2. Consulter l'installateur ou un plombier agréé pour sélectionner le clapet de surpression qui convient. Procéder à l'installation en suivant les réglementations des codes locaux.
3. Toujours tester la pureté de l'eau du puits avant son utilisation. Se renseigner auprès du service d'hygiène local pour les procédures de contrôle à suivre.
4. Avant d'installer et d'intervenir sur le réservoir, S'ASSURER que la source d'alimentation de la pompe est bien débranchée. Libérer toute la pression d'eau avant d'intervenir sur le réservoir ou sur le système. Libérer toute la pression d'air avant de déposer la couronne du couvercle.
5. Poser le clapet de surpression dans la canalisation de la pompe qui mène au réservoir, en installant le clapet aussi près du réservoir que possible.
6. S'ASSURER que le circuit électrique de la pompe est correctement mis à la terre.
7. Supprimer les prises d'air, les contrôleurs de volume d'air, et tous les dispositifs de gonflage existant dans le système.
8. NE PAS utiliser le réservoir en tant que suppresseur de pompage.

▲ ATTENTION **Risque d'explosion.** Le corps de la pompe peut exploser si la pompe est utilisée en tant que pompe de surpression, à moins qu'une soupape de sûreté pouvant laisser passer le débit maximum de la pompe à 75 lb/po² soit posée. Pour éviter les blessures graves ou mortelles possibles, et/ou l'endommagement du matériel, il faut maintenir la pression du système à moins de 689 kilopascals (kPa) (100 PSI) en toutes circonstances. Le non-respect de cet avertissement peut entraîner l'explosion du réservoir. Si la pression de refoulement du système peut dépasser 689 kPa (100 PSI), installer un clapet de surpression capable d'assurer le plein débit de la pompe à 689 kPa (100 PSI).

▲ ATTENTION **Risque du gel.** Ne pas soumettre au gel la pompe, le réservoir de la pompe, ou la canalisation. Le gel peut endommager gravement l'équipement, et risque d'entraîner l'explosion du réservoir et de provoquer des blessures graves. L'exposition du réservoir au gel annule les termes de sa garantie.

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le 800 365-6832

Renseignements généraux

Les réservoirs dont il est fait mention ci-dessous sont des réservoirs préchargés ou ayant été remplis d'air à l'usine à 40 livres par pouce carré (lb/po²) (276 kPa). Installer le réservoir sous pression conformément au Tableau 1. Pour cela, purger de l'air du réservoir ou en ajouter par la valve qui se trouve en haut du réservoir.

AVIS Toujours régler ou vérifier un réservoir préchargé lorsqu'il ne contient PAS D'EAU ou lorsque le système d'eau n'est pas sous pression. Si de l'eau a déjà été pompée avant de régler ou de vérifier la pression de précharge, arrêter la pompe. Ouvrir un robinet jusqu'à ce qu'il n'y ait plus de pression dans le système d'eau. Régler la précharge du réservoir conformément au Tableau 1, puis fermer le robinet et redémarrer la pompe.

AVIS Après avoir corrigé la pression, reposer et serrer le bouchon de la valve d'air. Ne pas reposer le bouchon de la valve peut causer une perte de pression d'air et mener à une saturation du réservoir et à une panne du diaphragme.

Tableau 1

Réglage du pressostat ib-po ²	Précharge du réservoir ib-po ²
20-40 (138-276 kPa)	18 (124 kPa)
30-50 (207-345 kPa)	28 (193 kPa)
40-60 (276-414 kPa)	38 (262 kPa)

(Le premier chiffre de réglage du manostat indique la pression de démarrage de la pompe; le deuxième chiffre indique la pression d'arrêt de la pompe.)

Plusieurs réservoirs sous pression préchargés peuvent être branchés ensemble pour augmenter la quantité d'eau pouvant être soutirée. La quantité d'eau pouvant être soutirée est la quantité réelle d'eau disponible à partir du moment où le réservoir est plein jusqu'au moment où la pompe se met en marche. Deux réservoirs de même contenance doubleront la quantité d'eau pouvant être soutirée, trois réservoirs tripleront la quantité d'eau pouvant être soutirée, et ainsi de suite (voir la Figure 1). Positionner le manostat comme il est illustré. Le réservoir et le manostat ne peuvent pas être installés à plus de 10 pieds (3 mètres) l'un de l'autre.

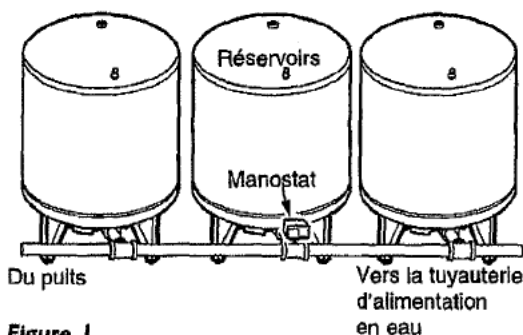


Figure 1

AVIS La capacité du réservoir n'est pas la quantité d'eau pouvant être soutirée. La capacité du réservoir est le volume physique réel de la tôle qui compose le réservoir.

Cycles De Fonctionnement

- 1° Le réservoir est presque vide – l'air remplit la partie qui se trouve au-dessus du diaphragme (Figure 2A).
- 2° L'eau commence à remplir le réservoir – au fur et à mesure que le réservoir se remplit d'eau, l'air est comprimé au-dessus du diaphragme (Figure 2B).
- 3° Le cycle de pompage est terminé – l'air est comprimé jusqu'au réglage ARR T du manostat (Figure 2C).
- 4° L'eau est soutirée du réservoir – l'air comprimé chasse l'eau du diaphragme (Figure 2D).
- 5° Le diaphragme est complètement vide – un nouveau cycle recommence (Figure 2A).

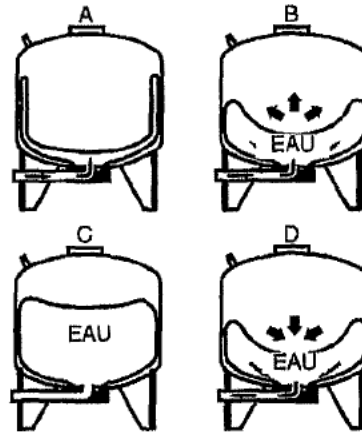


Figure 2

Installation

Brancher le tuyau de refoulement de la pompe sur un té. Brancher un côté du té sur la bride du réservoir et l'autre côté du té sur le service. Utiliser un tuyau en plastique ou en acier, selon le besoin. Pour empêcher toute fuite, utiliser du ruban d'étanchéité en PTFE pour filetage sur les filets mâles de tous les raccords filetés à effectuer sur le réservoir.

AVIS Pour s'assurer de ne pas endommager les filets des raccords et que tous les filets sont propres, visser tout d'abord les raccords à la main (sans produit d'étanchéité). Lorsque les filets seront propres, débrancher les tuyaux, ajouter du ruban d'étanchéité en PTFE pour filetage, puis rebrancher les tuyaux. Les serrer tout d'abord à la main, puis terminer le serrage avec une clé à tuyau. Pour installer un coude ou un mamelon dans le bride en plastique du réservoir, le serrer tout d'abord à la main, puis le serrer 1-1/2 tour avec une clé à tuyau. NE PAS TROP SERRER!

Remplacement d'un réservoir standard

Lorsque l'on remplace le réservoir standard d'un système d'eau par un réservoir préchargé, aucun orifice de purge et aucun régulateur de volume d'air n'est requis. Lorsque l'on détermine la taille d'un réservoir préchargé pour remplacer un réservoir standard, la quantité de soutirage d'eau des deux réservoirs doit être la même. Par exemple, la quantité de soutirage d'eau du réservoir préchargé modèle FP7110T est de 5,8 gallons (22 litres), ce qui correspond à un réservoir standard de 42 gallons ayant une capacité de soutirage d'eau de 4,3 gallons (16,3 litres).

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le 800.365.6832.

⚠ AVERTISSEMENT Risque de secousses électriques et d'explosion. Avant d'intervenir sur la pompe, le réservoir et la tuyauterie, couper le courant parvenant à la pompe et purger toute la pression du système.

Dans le cas d'une installation à pompe à éjecteur, débrancher le tube du régulateur de volume d'air de l'orifice du corps de la pompe ou du corps de l'éjecteur, puis boucher l'orifice (voir la Figure 3). Le bouchon est déjà posé sur les pompes neuves.

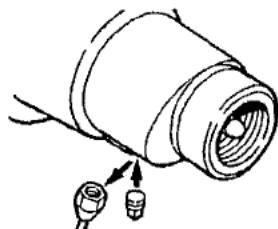


Figure 3 - Boucher l'orifice du régulateur de volume d'air lorsque l'on installe un réservoir préchargé sur une pompe existante. Le bouchon est installé sur les pompes neuves.

AVIS Lorsque l'on intervient sur la pompe submersible d'un puits, toujours s'assurer que l'élingue est solidement accrochée sur la pompe et ancrée en toute sécurité sur la tête du puits. Ne pas laisser tomber la pompe dans le puits!

Prises d'air

AVIS Dans le cas des installations à pompe submersible, il se peut que le tuyau de refoulement vertical comporte un ou plusieurs orifices de purge. Ils devront donc être déposés et les tés devront être bouchés si un réservoir sous pression est installé dans le système. Pour cela, relever la pompe et le tuyau de refoulement suffisamment hauts de façon à amener les orifices de purge au-dessus du puits. Déposer les orifices de purge des tés et les remplacer par des bouchons (voir la Figure 4). Les orifices de purge peuvent être de différents diamètres. Il faut donc, pour cette raison, toujours avoir une paire de bouchons de 1/2 pouce, 3/4 de pouce et 1 pouce disponibles. Reposer la pompe et rebrancher le tuyau de refoulement.

Réglage de la précharge du réservoir

Dans les régions où la température reste élevée longtemps, la pression des réservoirs préchargés peut augmenter. Dans ce cas, le soutirage du réservoir (la quantité d'eau disponible par cycle) risque de diminuer. Si cela devait se produire, régler la pression de précharge conformément au Tableau 1.

Chasser tout l'air des tuyauteries du système et de la partie réservoir d'eau du réservoir préchargé. Ceci est obligatoire dans le cas : d'installations neuves, de pompes devant être réamorçées et si la pompe a été démontée pour être réparée. Pour procéder à cette opération :

- 1° Ouvrir les robinets qui se trouvent les plus loin du réservoir et démarrer la pompe.
- 2° Faire fonctionner la pompe jusqu'à ce que les jaillissements cessent et qu'un jet d'eau continu coule (sans air).

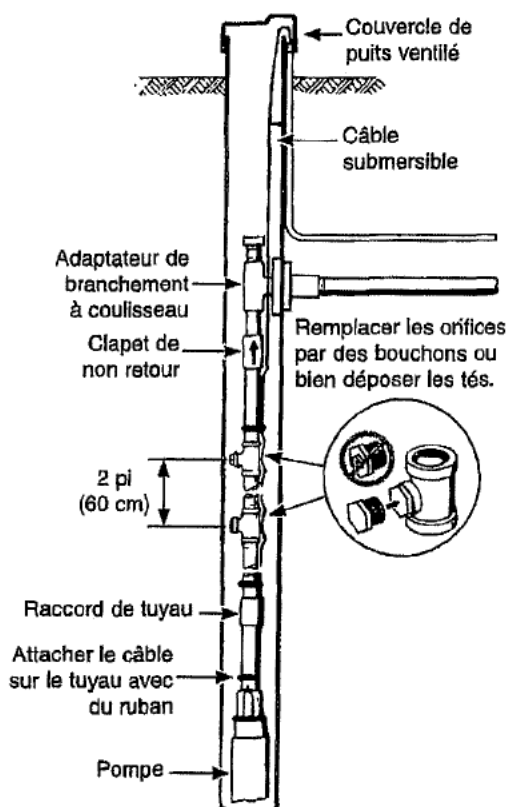


Figure 4

- 3° Ouvrir et fermer de façon répétitive les robinets jusqu'à ce que tout l'air ait été chassé.
- 4° Si le jet d'eau ne coule pas d'une manière régulière, de l'air est peut-être aspiré dans le système; s'assurer s'il n'y a pas de prise d'air dans la tuyauterie du côté aspiration de la pompe.

AVIS Pour empêcher le saturation d'eau, vérifier la charge d'air du réservoir une fois par année.

Pour vérifier la charge d'air dans le réservoir

Si le soutirage de l'eau diminue considérablement, vérifier ce qui suit :

- 1° Pour vérifier la charge d'air dans le réservoir, couper le courant parvenant à la pompe, ouvrir un robinet se trouvant près du réservoir et vider complètement le réservoir.
- 2° Vérifier la pression d'air dans le réservoir en branchant un manomètre pour pneu sur la valve d'air. Voir le Tableau 1 pour connaître les réglages de pression. Au besoin, régler la pression du réservoir plus haute ou plus basse.
- 3° Utiliser du savon ou du liquide détergent pour vérifier s'il y a fuite d'air autour de la valve. Des bulles indiquent une fuite. Au besoin, dissiper la pression d'air et poser un obus de valve neuf (cet obus est le même que celui utilisé sur les pneus sans chambre à air des automobiles).

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le 800 365-6832

Contrôle de fuite du diaphragme

- 1° Couper le courant parvenant à la pompe.
 - 2° Vider toute l'eau contenue dans le diaphragme du réservoir en ouvrant le robinet se trouvant le plus près du réservoir.
 - 3° Déposer le bouchon de la valve et dissiper toute la pression en appuyant sur l'obus de la valve. Lorsque l'air cesse de sortir par la valve, déposer l'obus pour dissiper ce qui reste de pression.
 - 4° Débrancher le tuyau du coude de la bride du couvercle du réservoir.
 - 5° Prudemment, retourner le réservoir à l'envers ou le coucher sur son côté.
- AVIS** Toute eau restant dans le réservoir peut causer un déplacement soudain du poids lorsque l'on baisse le réservoir. Supporter le réservoir de façon qu'il ne tombe pas lorsqu'on le baissera ou lorsqu'on le retournera.
- 6° Si le diaphragme fuit, l'eau s'échappera vers la valve. Dans ce cas, remplacer le diaphragme.
 - 7° Si l'on remplace le diaphragme, s'assurer de dissiper la pression de l'air et la pression de l'eau avant de déposer la bride du couvercle. Lorsque l'on remonte la bride du couvercle, ne pas serrer les écrous ni les tiges filetées de fixation à un couple supérieur à 85 lb-po (9,6 N.m).

AVIS Lorsque l'on utilise un tuyau métallique avec des raccords en plastique, n'utiliser que du ruban d'étanchéité en PTFE pour filetage sur les filets mâles.

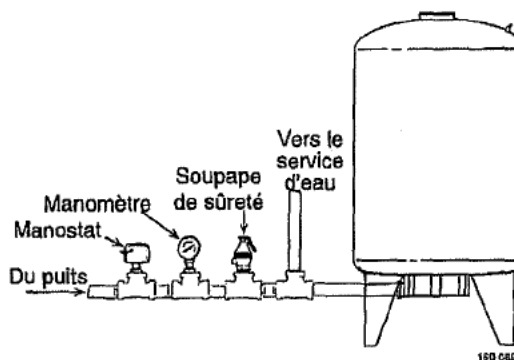


Figure 5 - Installation typique sur un réservoir préchargé vertical et sur une pompe de puits submersible

AVIS La plupart des réservoirs standard comportent des orifices d'arrivée et de sortie séparés. Les réservoirs préchargés comportent un orifice qui sert à ces deux fonctions. Lorsque l'on remplace un réservoir standard par un réservoir préchargé, brancher le tuyau provenant de la pompe dans un té, comme il est illustré. La 2e branche du té servira à brancher un tuyau sur le coude du réservoir et la 3e branche du té servira à brancher la tuyauterie du service d'eau.

Renseignements sur le produit – Réservoirs préchargés

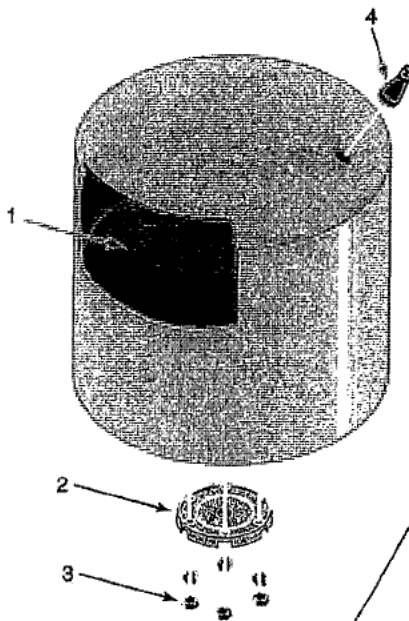
No. de catalogue.	Qté d'eau soutirée - gal. (L)		
	20 et 40 lb/po ² (138 et 276kPa)	30 et 50 lb/po ² (207 et 45kPa)	40 et 50 lb/po ² (276 et 41kPa)
FP7100	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7100H	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7110T	6,9 (26,1)	5,8 (22)	5,0 (18,9)
FP7110TH	6,9 (26,1)	5,8 (22)	5,0 (18,9)
FP7110	6,9 (26,1)	5,8 (22)	5,0 (18,9)
FP71120	12,7 (48,1)	10,7 (40,5)	9,3 (35,2)
FP71125	18,3 (69,3)	15,5 (58,7)	13,4 (50,7)
FP71130	30,0 (113,6)	26,0 (98,4)	22,0 (83,3)
FP71135	41,3 (156,3)	35,4 (134,0)	31,0 (117,3)

No. de catalogue	Capacité maximum en gal. US (L)	Équivalence avec un réservoir standard gal. US (L)	Diamètre du réservoir (mm)	Hauteur hors tout du réservoir (mm)	Taraudage du refoulement du réservoir
FP7100	6 (23)	15 (57)	12 po (305)	16-1/2 po (419)	3/4 po
FP7100H	6 (23)	15 (57)	12 po (305)	*16-1/2 po (419)	3/4 po
FP7110T	19 (72)	42 (159)	16 po (406)	30-1/8 po (765)	1 po
FP7110TH	19 (72)	42 (159)	16 po (406)	*24-5/8 po (625)	1 po
FP7110	19 (72)	42 (159)	20 po (508)	22-3/4 po (578)	1 po
FP7120	35 (132)	82 (310)	20 po (508)	36-1/4 po (921)	1 po
FP7125	50 (189)	120 (454)	24 po (610)	34-3/4 po (883)	1-1/4 po
FP7130	85 (322)	220 (833)	24 po (610)	54 po (1372)	1-1/4 po
FP7135	119 (450)	320 (1211)	24 po (610)	68 po (1727)	1-1/4 po

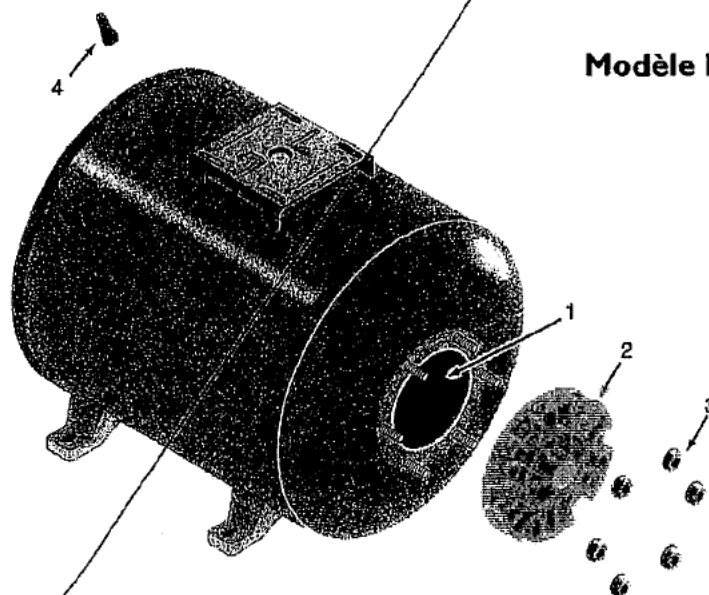
* Longueur hors tout; ce modèle est un réservoir horizontal.

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le 800-365-6832

**Modèle
FP7100-08**



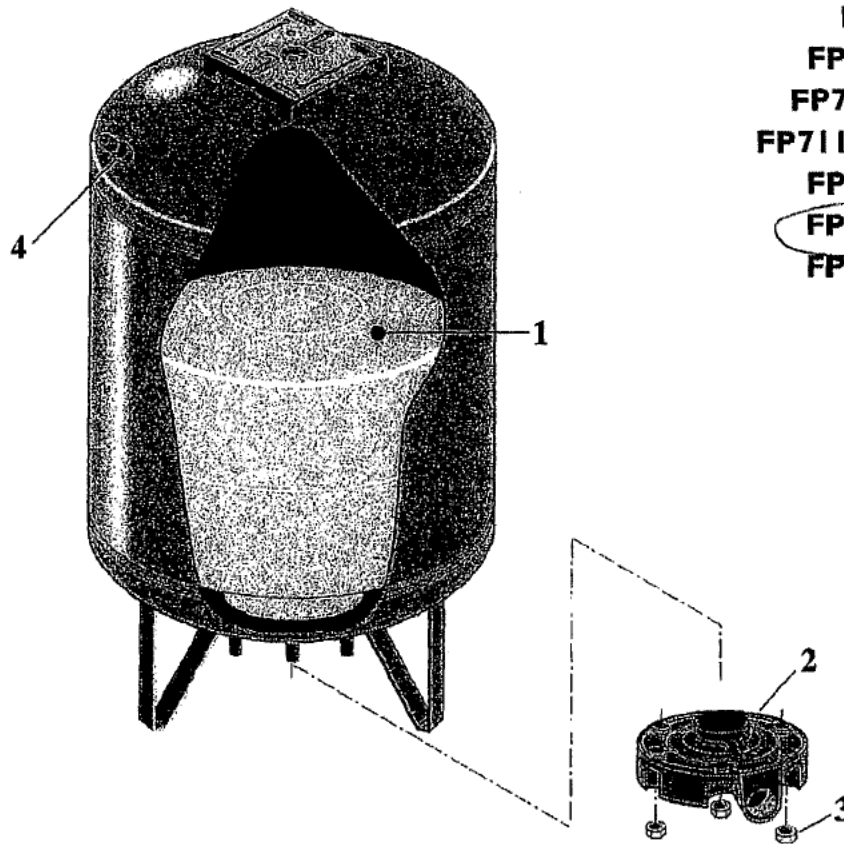
Modèle FP7100H-08



Ref.	Désignation	Qté.	FP7100-08	FP7100H-08
1	Diaphragme en vinyle	1	U20-7	U20-7
2	Bride du couvercle	1	U31-442P	U31-442P
3†	Écrou à bride - 5/16 - 18	6	U36-202BT	U36-202BT
4	Valve avec chapeau	1	U212-160	U212-160

† Articles standard à acheter localement.

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Modèles
 FP7110-08
 FP7110T-08
 FP7110TH-08
 FP7120-08
 FP7125-08
 FP7130-08
 FP7135

Ref.	Descripción de la pieza	Qte.	FP7110-08	FP7110T-08	FP7110TH-08
1	Diaphragme en vinyle	1	U20-8	U20-13	U20-13
2	Bride du couvercle et coude	1	U31-446P	U31-446P	U31-446P
3	Écrou à bride - 5/16 - 18	6	U36-202BT	U36-202BT	U36-202BT
4	Valve avec chapeau	1	U212-160	U212-160	U212-160

Ref.	Descripción de la pieza	Qte.	FP7120-08	FP7125T-08	FP7130TH-08
1	Diaphragme en vinyle	1	U20-9	U20-10	U20-14
2	Bride du couvercle et coude	1	U31-446P	U31-447P	U31-447P
3	Écrou à bride - 5/16 - 18	6	U36-202BT	U36-202BT	U36-202BT
4	Valve avec chapeau	1	U212-160	U212-160	U212-160

Ref.	Descripción de la pieza	Qte.	FP7135
1	Diaphragme en vinyle	1	U20-20
2	Bride du couvercle et coude	1	U31-462P
3	Écrou à bride - 5/16 - 18	6	U36-202BT
4	Valve avec chapeau	1	U212-160

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le 800 365-6832

Conserver le reçu de caisse original aux fins d'admissibilité à la garantie**Garantie limitée**

La présente garantie limitée est entrée en vigueur le 1^{er} juin 2011 et remplace toute garantie non datée ou antérieure à cette date. FLOTEC garantit à l'acheteur/au consommateur d'origine (l'Acheteur) que ses produits sont exempts de tout vice de matériau et de fabrication. Cette garantie est valable pendant douze (12) mois à partir de la date d'achat d'origine. Si, dans les douze (12) mois suivant la date d'achat d'origine, un produit se révèle défectueux, il doit être réparé ou remplacé, à la discrétion de FLOTEC, selon les modalités énoncées aux présentes. Il est à noter que la présente garantie limitée s'applique aux défauts de fabrication seulement. Elle ne couvre pas l'usure normale. Tout dispositif mécanique doit faire l'objet d'un entretien périodique pour veiller à son bon fonctionnement. La présente garantie limitée ne couvre pas les réparations attribuables à l'usure normale d'une pièce ou de l'équipement.

Le reçu de caisse original et l'étiquette d'information sur la garantie sont nécessaires pour déterminer l'admissibilité à la garantie. Cette dernière est établie en fonction de la date d'achat de l'article et non de la date de son remplacement sous garantie. La garantie se limite à la réparation ou au remplacement de l'article original seulement et ne couvre pas l'article de rechange (c.-à-d. un article remplacé sous garantie par achat). L'Acheteur assume les frais de retrait, d'installation, de transport et tous les frais accessoires.

Pour obtenir des pièces ou de l'aide technique, NE PAS retourner le produit au détaillant. Contacter le service à la clientèle de FLOTEC au 800 365-6832.

Toute demande de règlement en vertu de la présente garantie doit être faite en retournant l'article (à l'exception des pompes de puisard; voir la marche à suivre ci-dessous) au magasin où celui-ci a été acheté ou à l'usine dès qu'une défectuosité est soupçonnée. FLOTEC prendra les mesures correctives nécessaires dans un délai rapide et raisonnable. Aucune demande de réparation ne sera acceptée plus de 30 jours après l'expiration de la garantie.

La garantie ne peut être cédée et ne s'applique pas aux produits utilisés à des fins commerciales ou de location.

Pompes d'eaux d'égout

NE PAS RETOURNER une pompe d'eaux d'égout (qui a été installée) au détaillant. Communiquer avec le service à la clientèle de FLOTEC. Les pompes d'eaux d'égout qui ont été utilisées, puis retirées présentent un risque de contamination.

En cas de défaillance de la pompe d'eaux d'égout :

- Porter des gants en caoutchouc pour manipuler la pompe.
- À des fins de garantie, retourner l'étiquette figurant sur le cordon de la pompe et l'original du reçu au détaillant.
- Mettre la pompe au rebut conformément à la réglementation locale.

Exceptions à la garantie limitée de douze (12) mois

Produit	Période de garantie
FP0F360AC, FP0FDC	90 jours
FP0S1775A, FP0S1790PCA, FP0S2400A, FP0S2450A, FP0S4100X, FP2800DCC, FPCP-20ULST, FPPSS3000, FPSC2150A, FPSC3150A, FPSC3350A	2 ans
Pompes de puits submersibles de 10,2 cm (4 po), FP0S3200A, FP0S3250A, FP0S6000A, FPSC1725X, FPSC2200A, FPSC2250A, FPSE3601A, FPPSS5000	3 ans
Réservoir préchargé de système d'eau (gamme FP7100), E100ELT, E3305TLT, E3375TLT, E5005TLT, E50TLT, E50VLT, E75STVT, E75VLT, FPSC3200A, FPSC3250A, FPSC4550A	5 ans

Modalités générales et restriction des recours

L'Acheteur doit payer tous les frais de main d'œuvre et de transport nécessaires au remplacement du produit garanti couvert par cette garantie. Cette garantie ne s'applique pas à ce qui suit : (1) Les catastrophes naturelles; (2) Les produits qui, selon FLOTEC, ont fait l'objet d'une négligence, d'une utilisation abusive, d'un accident, d'une mauvaise application ou d'une altération; (3) Les défaillances dues à une installation, une utilisation, un entretien ou un entreposage inappropriés; (4) Une application, une utilisation ou une réparation atypique ou non approuvée; (5) Les défaillances causées par la corrosion, la rouille ou d'autres matériaux étrangers au système, ou par une utilisation à une pression supérieure au maximum recommandé.

Cette garantie établit la responsabilité unique de FLOTEC et le recours exclusif de l'Acheteur en cas de produit défectueux.

FLOTEC NE POURRA ÊTRE TENUE RESPONSABLE DE TOUT DOMMAGE INDIRECT OU CONSÉCUTIF QUEL QU'IL SOIT.

LA GARANTIE LIMITÉE SUSMENTIONNÉE EST EXCLUSIVE ET REMPLACE TOUTES LES AUTRES GARANTIES EXPRESSES ET TACITES, Y COMPRIS, MAIS SANS S'Y LIMITER, LES GARANTIES DE QUALITÉ MARCHANDE ET D'ADAPTATION À UN USAGE PARTICULIER. LA GARANTIE LIMITÉE SUSMENTIONNÉE NE DOIT PAS ÊTRE PROLONGÉE AU-DELÀ DE LA DURÉE PRÉVUE AUX PRÉSENTES.

Certains États ne permettent pas l'exclusion ou la limitation des dommages indirects ou consécutifs, ni les limitations relatives à la durée des garanties implicites. Par conséquent, il se peut que les limitations ou les exclusions ci-dessus ne s'appliquent pas. Cette garantie procure des droits juridiques précis à l'Acheteur. Cependant, il est possible de bénéficier d'autres droits, qui varient selon l'État.

FLOTEC • 293 Wright Street • Delavan, WI U.S.A. 53115

Téléphone : 800 365-6832 • Télécopieur : 800 526-3757 • www.flotecwater.com

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le 800-365-6832

Instrucciones importantes de seguridad

Guarde estas instrucciones - Este manual contiene instrucciones importantes que se deben seguir durante la instalación y el mantenimiento del bombas de sumidero.

⚠ Este es un símbolo de alerta sobre la seguridad. Cuando vea este símbolo en su bomba o en este manual, busque para ver si hay alguna de las siguientes palabras de señal y esté alerta a la posibilidad de lesiones personales.

⚠ PELIGRO indica un riesgo que, de no evitarse, provocará la muerte o lesiones de gravedad.

⚠ ADVERTENCIA indica un riesgo que, de no evitarse, podría provocar la muerte o lesiones de gravedad.

⚠ PRECAUCIÓN indica un riesgo que, de no evitarse, podría provocar lesiones leves o moderadas.

AVISO hace referencia a una práctica no relacionada con una lesión física.

Lea y siga cuidadosamente todas las instrucciones de seguridad en este manual y en la bomba.

Mantenga las etiquetas de seguridad en buenas condiciones. Reemplace las etiquetas de seguridad faltantes o dañadas.

Advertencia de la Proposición 65 de California

⚠ ADVERTENCIA Este producto y accesorios relacionados contienen sustancias químicas reconocidas en el Estado de California como causantes de cáncer, malformaciones congénitas y otros daños al sistema reproductivo.

1. Lea cuidadosamente este manual. La omisión en el respeto de estas instrucciones puede causar graves daños personales, daños a la propiedad o ambas cosas.
2. Consulte al instalador o al fontanero licenciado acerca de la válvula de alivio correcta. Instale el sistema de conformidad con los códigos locales.

3. Siempre verifique la pureza del agua del pozo antes de utilizarla. Consulte con el departamento de salud local sobre los procedimientos de prueba.
4. Antes de instalar o prestar servicios al tanque **ASEGÚRESE DE QUE** la corriente eléctrica a la bomba haya sido desconectada. Reduzca toda la presión de agua antes de trabajar en el tanque o en el sistema. Reduzca la presión de aire antes de retirar la brida de cubierta.
5. Instale una válvula de alivio en la línea de alimentación de la bomba al tanque, tan cerca del tanque como sea posible.
6. **ASEGÚRESE DE QUE** el circuito eléctrico de la bomba esté puesto adecuadamente a tierra.
7. Retire los accesorios con orificios de purga, los controles automáticos del volumen de aire y otros dispositivos de carga de aire del sistema existente.
8. **NO USE** el tanques como supresor de picos de presión.

⚠ ADVERTENCIA **Riesgo de explosión.** No haga la conexión a tierra en una línea de suministro de gas. Para impedir posibles heridas graves o fatales y/o daños al equipo, la presión del sistema debe ser inferior a 100 lib./pulg.² (689 kPa) en todo momento. La omisión en el respeto de estas instrucciones puede producir el reventón del tanque. Si la presión de descarga del sistema puede superar las 100 lib./pulg.² (689 kPa) instale una válvula capaz de admitir el caudal pleno de la bomba a 100 lib./pulg.² (689 kPa).

⚠ PRECAUCIÓN **Riesgo de congelamiento.** No permita que la bomba, el tanque o el sistema de tuberías se congelen. El congelamiento puede producir graves daños al equipo, provocar la explosión del tanque y causar lesiones graves. La garantía queda nula si se permite que el tanque se congele.

Para reparaciones o asistencia, llame a Flotec Servicios al Cliente al: 800 365-6832

Información general

Los tanques que se enumeran a continuación vienen precargados, o llenos de aire de la fábrica, hasta 40 libras por pulgada cuadrada (PSI) (276 kPa). Cuando instale el tanque, gradúe la presión del tanque según la Tabla 1. Para realizar esto, deje salir todo el aire o agregue aire al tanque a través de la válvula en la parte superior del tanque.

AVISO Siempre gradúe o inspeccione la precarga del tanque SIN AGUA en el tanque o presión de agua en el sistema. Si ya ha bombeado agua antes de graduar o chequear la presión precargada, apague la bomba. Abra el grifo hasta que no haya más presión de agua. Gradúe la precarga en el tanque según la Tabla 1 y luego cierre el grifo y encienda la bomba nuevamente.

AVISO Vuelva a colocar y apriete la tapa de la válvula de aire después de haber graduado la presión correctamente. Si no vuelve a colocar la tapa de aire, esto puede resultar en una pérdida de presión del aire, inundando el tanque y ocasionando fallas en la cisterna.

Tabla 1

Graduación del interruptor de presión - PSI	Tanque de precarga PSI
20-40 (138-276 kPa)	18 (124 kPa)
30-50 (207-345 kPa)	28 (193 kPa)
40-60 (276-414 kPa)	38 (262 kPa)

(El primer número en el conmutador a presión es el de la bomba en la graduación; el segundo número es el de la bomba no en la graduación).

Se pueden conectar tanques de almacenamiento precargados juntos para aumentar la aspiración adicional. La aspiración adicional es la cantidad efectiva de agua utilizable que se encuentra disponible desde el momento en que el tanque está lleno hasta cuando la bomba se enciende. Si se instalan dos tanques del mismo tamaño, esto duplicará el suministro de aspiración adicional, y tres tanques triplicarán el suministro de aspiración adicional (Figura 1). Ubique el conmutador a presión según se ilustra. El tanque y el conmutador a presión no pueden estar a más de 10 pies (3 m) de distancia.

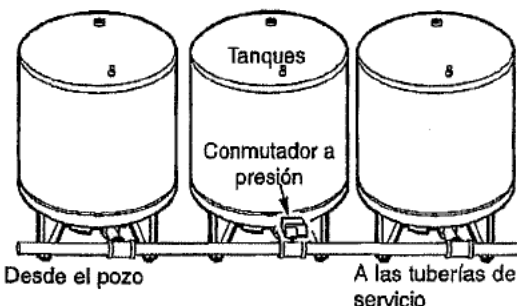


Figura 1

AVISO La capacidad del tanque es diferente de la aspiración adicional. La capacidad del tanque es el volumen físico efectivo de la hoja de metal que forma el tanque.

Ciclo de operación

- Paso 1. El tanque está casi vacío - el aire se expande llenando el área por encima de la cisterna (Figura 2A).
- Paso 2. El agua entra en el tanque - el aire se comprime por encima de la cisterna a medida que se llena de agua (Figura 2B).
- Paso 3. Se ha completado el ciclo de bombeo - el aire comprimido para la graduación OFF (apagado) del conmutador a presión (Figura 2C).
- Paso 4. Aspiración adicional desde el tanque - el aire comprimido en el tanque hace que el agua salga de la cisterna (Figura 2D).
- Paso 5. La cisterna está vacía - el sistema está listo para comenzar un nuevo ciclo (Figura 2A).

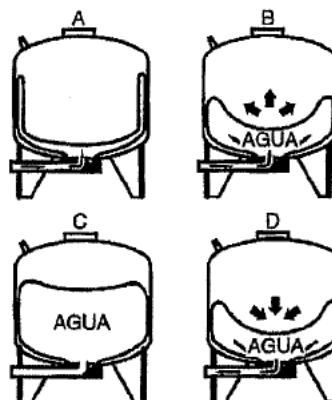


Figura 2

Instalación

Conecte el tubo de descarga desde la bomba al tubo en T. Conecte un lado del tubo en T al reborde del tanque y el otro lado del tubo en T al servicio. Use tuberías de plástico o de acero según se requiera. Para evitar pérdidas, use cinta sellante de PTFE para roscas de tubería macho de todas las conexiones fileteadas al tanque.

AVISO Para asegurarse que no se hayan estropeado las roscas de las juntas de los tubos y de que todas las roscas estén limpias, efectúe primero las conexiones con la mano (sin sellador). Cuando las roscas estén limpias, retire el tubo, agregue la cinta sellante de PTFE para roscas de tubería, y vuelva a efectuar la conexión. Apriete primero con la mano y complete con una llave para tuberías.

Cuando instale un tubo acodado o un tubo corto de empalme en el reborde del tanque de plástico, apriételo con la mano y luego déle una vuelta y media con una llave para tuberías. ¡NO APRIETE DEMASIADO!

Reemplazo del tanque estándar

Cuando se cambia el tanque estándar en un sistema de agua por un tanque precargado, no se requieren orificios de purga ni control de volumen de aire (AVC). Cuando determine el tamaño del tanque precargado para reemplazar un tanque estándar, los tanques deberán tener aspiraciones adicionales equivalentes. Por ejemplo, el tanque precargado modelo FP7110T tiene una aspiración adicional de 5,8 galones (22 l) y es equivalente a un tanque estándar de 42 galones con una aspiración adicional de 4,3 galones (16,3 l).

Para reparaciones o asistencia, llame a Fluor® Servicios al Cliente al: 800 365-6832

ADVERTENCIA Riesgo de choque eléctrico y explosión. Desconecte toda la corriente eléctrica hacia la bomba y haga salir toda la presión del sistema antes de efectuar trabajos en la bomba, el tanque o en las tuberías. Para instalaciones de bombas de eyector, retire el tuvo AVC del orificio en el cuerpo de la bomba o el cuerpo del eyector y tape el orificio (ver Figura 3). Las bombas nuevas vienen con tapones instalados.

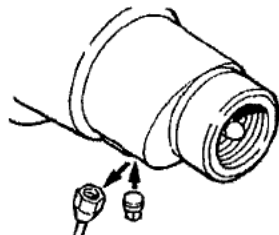


Figura 3 - Tape el orificio de AVC (control del volumen de aire) cuando instale el tanque precargado en bombas ya existentes. Las nuevas bombas vienen con el tapón instalado.

AVISO Cuando realice trabajos en bombas sumergibles en pozos, asegúrese de que la cuerda de seguridad esté conectada firmemente a la bomba y a un anclaje seguro en la cabeza del pozo en todo momento. ¡No deje caer la bomba en el pozo!

Orificios de purga

AVISO En instalaciones de bombas sumergibles, es posible que hayan orificios de purga en el tubo vertical de descarga. Es necesario quitar estos orificios y tapar los tubos en T cuando se instale un tanque precargado en el sistema. Para realizar esto, eleve la bomba y la tubería de descarga lo suficiente como para que los orificios de purga estén por encima del pozo. Quite los orificios de purga de los tubos en T y sustitúyalos con tapones (ver Figura 4). Los orificios de purga pueden ser de diferentes tamaños. Tenga un par de cada uno de los tapones de 1/2", 3/4" y 1" disponibles. Vuelva a colocar la bomba y a conectar el tubo de descarga.

Ajuste de la precarga del tanque

En zonas en donde la temperatura permanece elevada durante períodos largos de tiempo, es posible que la presión precargada del tanque aumente. Esto puede reducir la aspiración adicional del tanque (cantidad de agua disponible por ciclo). Si esto ocurre, ajuste la presión precargada según la *Tabla 1*.

Baldeee todo el aire del sistema de tuberías y de la porción del depósito de agua en el tanque precargado. Esto se requiere en: nuevas instalaciones, bombas que se deben volver a cebar, y bombas que se han desarmado para servicios de mantenimiento o reparaciones. Se debe realizar lo siguiente:

- Paso 1. Abra los grifos más lejanos al tanque y haga funcionar la bomba.
- Paso 2. Haga funcionar la bomba hasta que no haya más chisporroteo y se observe una corriente continua de agua.

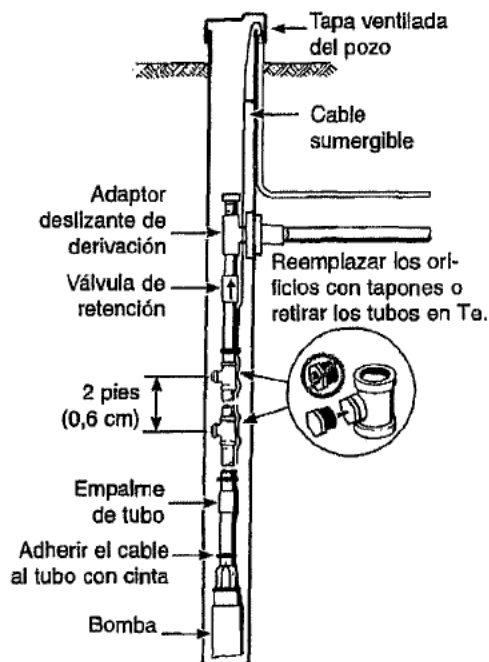


Figura 4

- Paso 3. Abra y cierre los grifos repetidamente hasta que se haya eliminado todo el aire.
- Paso 4. Si la corriente de agua no es continua, es posible que haya una pérdida de aire hacia el sistema. Verifique que no hayan fugas en las tuberías del lado de aspiración de la bomba.

AVISO Para evitar que la bomba se inunde, inspeccione la carga de aire en el tanque anualmente.

Cómo inspeccionar la carga de aire del tanque

Si la aspiración adicional disminuye en forma drástica, inspeccione lo siguiente:

- Paso 1. Para inspeccionar la carga de aire en el tanque, desconecte el suministro de corriente eléctrica hacia la bomba, abra el grifo cercano al tanque y drénelo completamente.
- Paso 2. En la válvula de aire, verifique la presión neumática del tanque con un calibrador de presión neumática. Consulte la *Tabla 1*, para la graduación correcta de presión. Si se requiere, ajuste la presión del tanque hacia arriba o hacia abajo.
- Paso 3. Use jabón o un detergente líquido para verificar que no hayan fugas de aire alrededor de la válvula de aire. Un continuo burbujeo indica pérdidas. Si es necesario, libere la presión de aire e instale un nuevo núcleo en la válvula de aire (igual al que se usa para las llantas de automóviles sin cámara interior.)

Para refacciones o asistencia, llame a Flotec Servicios al Cliente al: 800.365.6832

Prueba de pérdida en la cisterna

- Paso 1. Desconecte la corriente eléctrica hacia la bomba.
- Paso 2. Drene el agua de la cisterna del tanque abriendo el grifo más cercano al tanque.
- Paso 3. Saque la tapa de la válvula y libere toda la presión, presionando el núcleo de la válvula. Cuando no salga más aire de la válvula, retire el núcleo de la válvula para liberar la presión restante.
- Paso 4. Desconecte la tubería del codo en el reborde cobertor del tanque.
- Paso 5. Invierta el tanque con cuidado o colóquelo sobre un costado.
- AVISO** El agua que haya quedado retenida en el tanque puede ocasionar un cambio repentino de peso cuando se esté bajando. Soporte el tanque para que no se caiga cuando lo esté bajando o invirtiendo.
- Paso 6. Si hay fugas en la cisterna, el agua se escapará de la válvula. Si esto sucede, se deberá cambiar la cisterna.
- Paso 7. Si cambia la cisterna, asegúrese de dejar salir las presiones de aire y de agua antes de retirar el reborde cobertor. Cuando vuelva a armar el reborde cobertor, no apriete las tuercas o los pernos de montaje más de 85 pulgadas-libra (9,6 Nm).

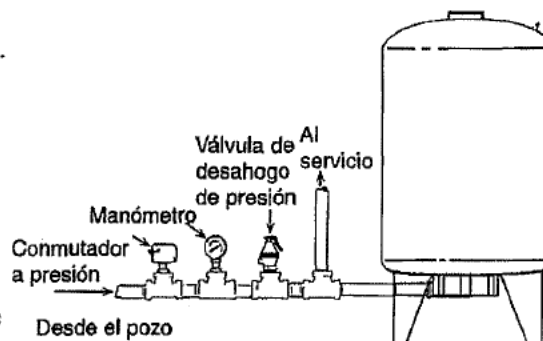


Figura 5 - Instalación típica con un tanque precargado vertical y bombas de pozo sumergibles

AVISO Cuando use tubos de metal con accesorios de plástico, use solamente cinta de PTFE en las rosas macho.

AVISO La mayoría de los tanques tiene orificios separados de entrada y de salida. Los tanques precargados poseen un orificio para ambas funciones. Cuando sustituya un tanque estándar con un tanque precargado, haga correr un tubo desde la bomba hacia el tubo en T según se ilustra. La segunda pata del tubo en T va al codo del tanque; la tercera pata va al servicio ya existente.

Información sobre el producto – Tanques precargados

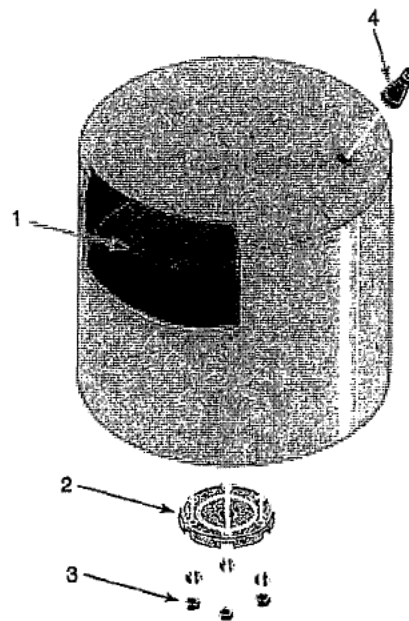
Núm. de catálogo.	Aspiración adicional - Galones (L) ón está ú		
	20 a 40 lib./pulg ² (138 a 276kPa)	30 a 50 lib./pulg ² (207 a 45kPa)	40 a 50 lib./pulg ² (276 a 41kPa)
FP7100	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7100H	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7110T	6,9 (26,1)	5,8 (22)	5,0 (18,9)
FP7110TH	6,9 (26,1)	5,8 (22)	5,0 (18,9)
FP7110	6,9 (26,1)	5,8 (22)	5,0 (18,9)
PF71120	12,7 (48,1)	10,7 (40,5)	9,3 (35,2)
FP71125	18,3 (69,3)	15,5 (58,7)	13,4 (50,7)
FP71130	30,0 (113,6)	26,0 (98,4)	22,0 (83,3)
FP71135	41,3 (156,3)	35,4 (134,0)	31,0 (117,3)

Núm. de catálogo.	Capacidad máxima - Galones U.S. (L)	Equivalente a Tanque estándar Galones U.S. (L)	Diámetro del tanque (mm)	Altura global del tanque (mm)	Rosca de descarga del tanque
FP7100	6 (23)	15 (57)	12" (305)	16-1/2" (419)	3/4"
FP7100H	6 (23)	15 (57)	12" (305)	*16-1/2" (419)	3/4"
FP7110T	19 (72)	42 (159)	16" (406)	30-1/8" (765)	1"
FP7110TH	19 (72)	42 (159)	16" (406)	*24-5/8" (625)	1"
FP7110	19 (72)	42 (159)	20" (508)	22-3/4" (578)	1"
FP7120	35 (132)	82 (310)	20" (508)	36-1/4" (921)	1"
FP7125	50 (189)	120 (454)	24" (610)	34-3/4" (883)	1-1/4"
FP7130	85 (322)	220 (833)	24" (610)	54" (1372)	1-1/4"
FP7135	119 (450)	320 (1211)	24" (610)	68" (1727)	1-1/4"

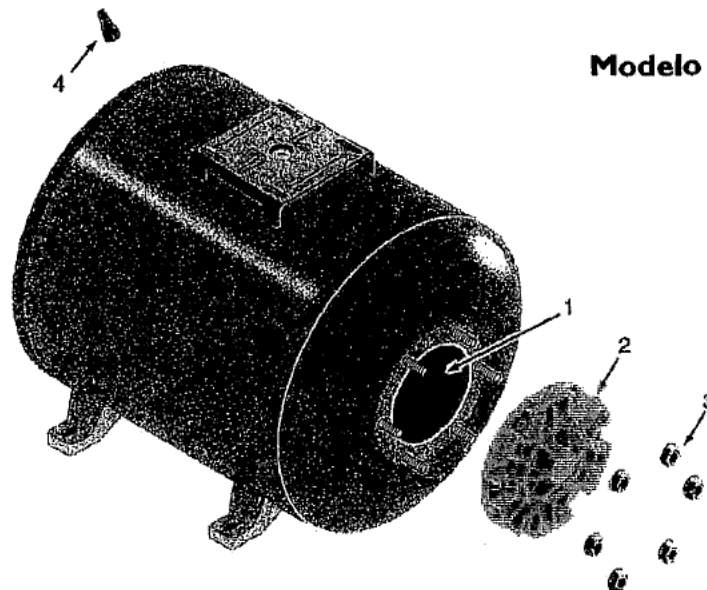
* Largo global: este modelo es un tanque horizontal.

Para reparaciones o asistencia, llame a Flotec Servicios al Cliente al: 800.365.6832

**Modelo
FP7100-08**



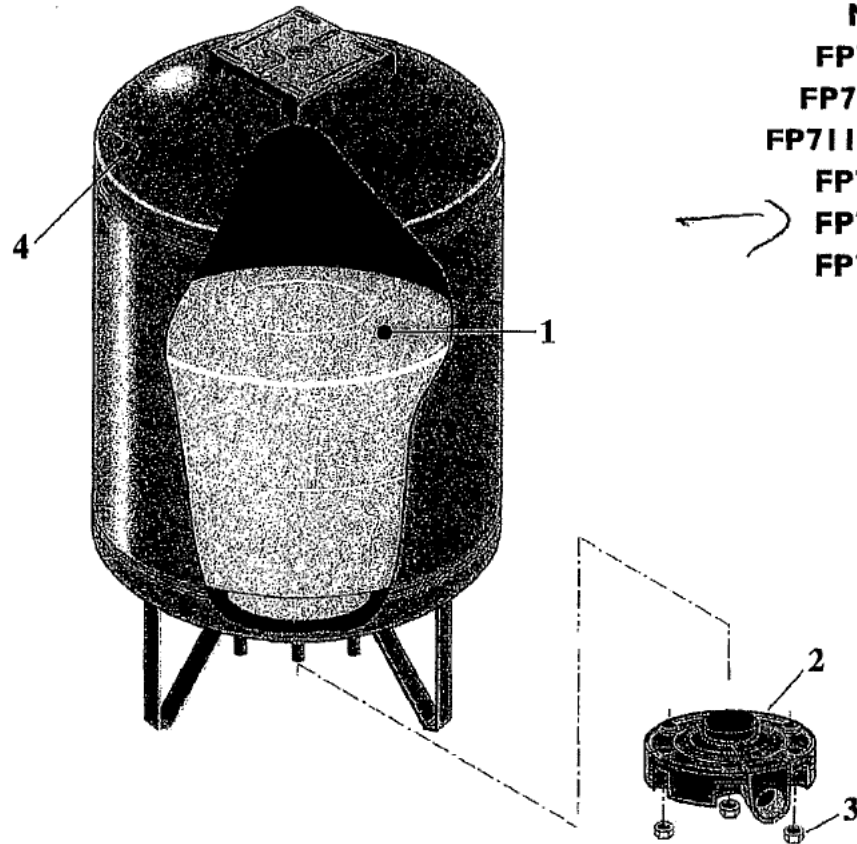
Modelo FP7100H-08



Ref.	Descripción	Cant.	FP7100-08	FP7100H-08
1	Cisterna - vinilo	1	U20-7	U20-7
2	Reborde cobertor	1	U31-442P	U31-442P
3†	Tuerca de bridas - 5/16 - 18	6	U36-202BT	U36-202BT
4	Valvula de aire con tapa	1	U212-160	U212-160

† Artículos estándar de ferretería, se pueden adquirir a nivel local.

Para refacciones o asistencia, llame a Flotec Servicios al Cliente al: 800 365-6832



Modelos

FP7110-08

FP7110T-08

FP7110TH-08

FP7120-08

FP7125-08

FP7130-08

FP7135

Ref.	Descripción	Cant.	FP7110-08	FP7110T-08	FP7110TH-08
1	Cisterna - vinilo	1	U20-8	U20-13	U20-13
2	Reborde cobertor y codo	1	U31-446P	U31-446P	U31-446P
3	Tuerca de bridas - 5/16 - 18	6	U36-202BT	U36-202BT	U36-202BT
4	Valvula de aire con tapa	1	U212-160	U212-160	U212-160

Ref.	Descripción	Cant.	FP7120-08	FP7125T-08	FP7130TH-08
1	Cisterna - vinilo	1	U20-9	U20-10	U20-14
2	Reborde cobertor y codo	1	U31-446P	U31-447P	U31-447P
3	Tuerca de bridas - 5/16 - 18	6	U36-202BT	U36-202BT	U36-202BT
4	Valvula de aire con tapa	1	U212-160	U212-160	U212-160

Ref.	Descripción	Cant.	FP7135
1	Cisterna - vinilo	1	U20-20
2	Reborde cobertor y codo	1	U31-462P
3	Tuerca de bridas - 5/16 - 18	6	U36-202BT
4	Valvula de aire con tapa	1	U212-160

Para refacciones o asistencia, llame a Flotec Servicios al Cliente al: 800 365-6832

Retener el recibo original a fin de determinar la elegibilidad para la garantía**Garantía limitada**

Esta Garantía Limitada entra en vigor el 1 de junio de 2011 y sustituye toda garantía sin fecha o garantía con fecha anterior al 1 de junio de 2011.

FLOTEC le garantiza al comprador consumidor original (el "Comprador" o "Usted") de sus productos, que éstos estarán libres de defectos en materiales y en mano de obra por un período de doce (12) meses, a partir de la fecha de la compra original del consumidor. Si dentro de los doce (12) meses a partir de la fecha de la compra inicial del consumidor, Será reparado o reemplazado a opción de la FLOTEC, sujeto a los términos y condiciones establecidos en la presente. Tome nota de que esta garantía limitada cubre defectos de manufactura solamente y no el desgaste común. Todos los aparatos mecánicos periódicamente necesitan repuestos y servicio para un funcionamiento correcto. Esta garantía limitada no cubre las reparaciones que se realicen cuando el uso normal haya agotado la vida útil de una pieza o del aparato.

Es necesario retener el recibo de compra original y la etiqueta de Información de la garantía a fin de determinar la elegibilidad para la garantía. La elegibilidad se basa en la fecha de compra del producto original - no en la fecha del reemplazo bajo la garantía. La garantía es limitada y cubre solamente la reparación o el reemplazo del producto original adquirido, no del producto reemplazado (es decir que se permite un reemplazo por compra bajo la garantía). El comprador pagará todos los costos de remoción, instalación, mano de obra y envío necesarios, así como todo costo adicional asociado.

Si necesita piezas o resolución de problemas, NO regrese el producto a la tienda minorista. Llame el Servicio a la Clientela de FLOTEC al 800-365-6832.

Las reclamaciones hechas bajo esta garantía se realizarán mediante la devolución del producto (a excepción de las bombas cloacales - ver a continuación) al concesionario de venta al público en donde se haya adquirido o a la fábrica, inmediatamente después de haber descubierto cualquier presunto defecto. FLOTEC entonces tomará la medida correctiva tan pronto como sea razonablemente posible. No se aceptarán solicitudes de servicio, si se reciben más de 30 días después del vencimiento de esta garantía.

La garantía no es transferible y no cubre productos utilizados en aplicaciones comerciales o de alquiler.

Bombas cloacales

NO devuelva una bomba cloacal (que se haya instalado) a su tienda minorista. Comuníquese con el Departamento de Atención al Cliente de FLOTEC. Las bombas cloacales que hayan estado en servicio y se hayan removido pueden representar un peligro de contaminación.

Si su bomba cloacal ha fallado:

- Use guantes de caucho cuando manipule la bomba;
- Para los fines de la garantía, devuelva la etiqueta del cordón de la bomba y el recibo de compra original a la tienda minorista;
- Descarte la bomba cumpliendo con todas las normas locales que correspondan para su eliminación.

Excepciones para la Garantía limitada de Doce (12) Meses

Producto	Período de garantía
FP0F360AC, FP0FDC	90 días
FP0S1775A, FP0S1790PCA, FP0S2400A, FP0S2450A, FP0S4100X, FP2800DCC, FPCP-20ULST, FPPSS3000, FPSC2150A, FPSC3150A, FPSC3350A	2 años
Bombas de pozo sumergibles de 4", FP0S3200A, FP0S3250A, FP0S6000A, FPSC1725X, FPSC2200A, FPSC2250A, FPSE3601A, FPPSS5000	3 años
Tanque precargado del sistema de agua (Serie FP7100), E100ELT, E3305TLT, E3375TLT, E5005TLT, E50TLT, E50VLT, E75STVT, E75VLT, FPSC3200A, FPSC3250A, FPSC4550A	5 años

Términos y condiciones generales; Limitación de recursos

Usted deberá pagar por todos los gastos de mano de obra y de envío necesarios para reemplazar el producto cubierto por esta garantía. Esta garantía no se aplicará en las siguientes situaciones: (1) caso de fuerza mayor (2) productos que, a sólo juicio de FLOTEC hayan sido sometidos a negligencia, abuso, accidente, mala aplicación, manejo indebido o alteraciones; (3) fallas debido a instalación, operación, mantenimiento o almacenamiento inadecuados; (4) aplicaciones, usos o servicios que no sean normales o aprobados; (5) fallas provocadas por corrosión, herrumbre u otros materiales extraños en el sistema, o una operación a presiones que excedan los máximos recomendados.

Esta garantía establece la única obligación de FLOTEC y el recurso exclusivo del Comprador con respecto a los productos defectuosos.

FLOTEC NO SE HARÁ RESPONSABLE DE NINGÚN DAÑO—O CONSECUENTE, INCIDENTAL O CONTINGENTE.

LAS GARANTÍAS LIMITADAS QUE ANTECEDEN SON EXCLUSIVAS Y EN LUGAR DE TODA OTRA GARANTÍA EXPLÍCITA E IMPLÍCITA, INCLUYENDO, PERO SIN LIMITARSE A LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD E IDONEIDAD PARA UN FIN ESPECÍFICO. LAS GARANTÍAS LIMITADAS QUE ANTECEDEN NO SE EXTENDERÁN MÁS ALLÁ DEL PERÍODO DE DURACIÓN INDICADO EN LA PRESENTE.

Algunos Estados no permiten la exclusión o limitación de daños incidentales o consecuentes o de limitaciones de tiempo sobre garantías implícitas, de modo que es posible que las limitaciones o exclusiones que preceden no correspondan en su caso. Esta garantía le otorga derechos legales específicos y es posible que Usted también tenga otros derechos que pueden variar de un Estado al otro.

FLOTEC • 293 Wright Street • Delavan, WI 53115 U.S.A.
Teléfono: 800-365-6832 • Fax: 800-526-3757 • www.flotecwater.com

Para refacciones o asistencia, llame a Flotec Servicios al Cliente al: 800-365-6832



FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

EXHIBIT "A"
Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

July 22, 2019

Courtne Matuch, Designated Representative
Savits-Daniel Travel Centers, Inc.
4690 US Hwy 27
Weston, FL 33332
Cafe27fla@gmail.com

Re: Compliance Assistance Offer
Seminole Truck Stop Public Water System
PWS No: 4061281
Broward County

Dear Ms. Matuch:

A sanitary survey inspection was conducted at your system on June 6, 2019. During this inspection, potential non-compliance was noted. The purpose of this letter is to offer compliance assistance as a means of resolving these matters.

Specifically, potential non-compliance with the requirements of chapter 403, Florida Statutes, chapters 62-602 and Chapter 62-555, Florida Administrative Code were observed. Please see the attached inspection report for a full account of Department observations and recommendations.

We request you review the item(s) of concern noted and respond in writing within 30 days of receipt of this Compliance Assistance Offer. Your written response should include one of the following:

1. Describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issue will be addressed.
2. Provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid, or
3. Arrange for a teleconference with the case manager to discuss the items of concern.

It is the Department's desire that you are able adequately address the aforementioned issues so that this matter can be closed. Your failure to respond promptly may result in the initiation of formal enforcement proceedings.

www.floridadep.gov

Please address your response and any questions to Brianna Tubbs of the Southeast District Office at (561)681-6601 or via e-mail at Brianna.Tubbs@floridadep.gov. We look forward to your cooperation with this matter.

Sincerely,



Greg Kennedy
Environmental Administrator
Southeast District

Enclosures: 1 Sanitary Survey Inspection Report

cc: Greg Kennedy, DEP/WPB
Jocelyn Labbe, DEP/WPB
Brianna Tubbs, DEP/WPB
Lourdes Daniel, Owner
Monica Savits, Owner
Carl Sutter, Maintenance
Leo D'Angelo, Operator

Greg.A.Kennedy@floridadep.gov
Jocelyn.Labbe@floridadep.gov
Brianna.Tubbs@floridadep.gov
Call4tow@comcast.net
Anchorbot@aol.com
Carl@sutterfiltration.com
allwaterservices321@hotmail.com

SURVEY		System PWS # 4061281		Date of survey 07/03/2019	
Water system: SEMINOLE TRUCK STOP		Inspector name: BRIANNA TUBBS		Person(s) contacted: LEO D'ANGELO, OPERATOR	
System type: TNC		Population: 100		Connections: 2	
Design capacity: 14,400		Storage capacity: 205			
System address: 4690 US HWY 27		City: SOUTHWEST RANCHES		Zip: 33332	
System phone: (954) 434-0660		Cell: N/A			
Fax number: N/A		Email: CAFE27FLA@GMAIL.COM			
Owner name: SAVITS-DANIEL TRAVEL CENTERS, INC. - MONICA SAVITS		Owner title: REGISTERED AGENT			
Owner address: 4690 US HWY 27		City: WESTON		State FL Zip 33332	
Owner phone: (305) 710-9485		Cell: N/A			
Fax number: N/A		Email: ANCHORDOT@AOL.COM			
Operator required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If "No", Operator sections not applicable)		Operator class & cert. number: A 8087			
Operator name: LEO D'ANGELO		Phone: (321) 960-9975			
Fax number: N/A		Email: ALI.WATERSERVICE321@HOTMAIL.COM			
Well Name and/or FL Unique Well ID		WELL 1 - AAH9067			
Well head sealed? (Pad/conduit/openings)		Yes			
Well casing 12" above grade?		Yes			
Casing vent compliant? (installed, screened)		Yes			
Check valve compliant (installed/no leak)?		Yes			
Tap Compliant? (Smooth/12" high/precheck)		Yes			
Flow measurable? (if applicable, GPM@psi)		Yes			
Flow meter accuracy checked?		No			
Well capacity > maximum day?		Yes			
Setbacks compliant? (hazard type and distance)		Yes			
Name of plant & type of chlorination		Main Plant / Hypo			
O & M log compliant? (plant/distribution)		No			
O & M manual compliant?		Yes			
Cl storage compliant? (no organics/acid/sun)		Yes			
Chlorinator flow proportionate?		No			
Treated sample tap provided?		Yes			
Cl solution strength?		10.5%			
Solution tank compliant? (covered/etc.)		Yes			
Antisiphon protection compliant?		Yes			
Safety: (Gloves/Apron/Eyewash/etc.)		No			
Cl room compliant? (separate/ventilation)		N/A			
Scales compliant? (installed/functional)		N/A			
Safety: (SCBA/Gloves/Ammonia)		N/A			
Choose type: "X" box below if not compliant					
<input type="checkbox"/> Screen <input type="checkbox"/> Tray <input type="checkbox"/> Lid <input type="checkbox"/> Bypass <input type="checkbox"/> Drain <input type="checkbox"/> Algae Free <input type="checkbox"/> Compliant					
Flushing of dead ends compliant?		Yes			
Valve maintenance compliant?		Yes			
Distribution PSI compliant? (> 20 PSI)		Yes			
Chlorine residual above minimum?		See comments			
Storage type used: <input type="checkbox"/> Hydro <input checked="" type="checkbox"/> Retention <input type="checkbox"/> Elevated <input checked="" type="checkbox"/> Bladder <input type="checkbox"/> N/A					
Inspections compliant? (annual/5yr)		N/A			
Washouts compliant? (every 5 yrs)		N/A			
Storage capacity compliant? (% max)		Yes			
APPURTENANCES: "X" box below if not compliant,					
<input type="checkbox"/> PRV <input type="checkbox"/> Gauge <input type="checkbox"/> Sight glass <input type="checkbox"/> Bypass <input type="checkbox"/> Drain <input type="checkbox"/> Compliant					
APPURTENANCES: "X" box below if not compliant,					
<input type="checkbox"/> Hatch <input type="checkbox"/> Vent <input type="checkbox"/> Overflow <input type="checkbox"/> Drain <input type="checkbox"/> Bypass <input type="checkbox"/> Compliant					
Manual or automatic controls?		Automatic			
On/Off pressure of pumps?		30 / 50			
High Service Pumps functional?		Yes			
HSP capacity compliant?		Yes			
Chlorine test kit compliant?		Yes			
Chlorine grab sampling compliant?		Yes			
Bacti sampling compliant?		Yes			
Chemical sampling compliant?		Yes			
Lead/copper sampling compliant? (C.P.)		N/A			
DBP monitoring compliant? (C.P.)		N/A			
MONITORING PLANS: "X" box below if not compliant					
<input type="checkbox"/> Bacteriological <input type="checkbox"/> Disinfection By-Products (C.P.) <input type="checkbox"/> Lead & Copper (C.P.)					
NSF: "X" box below if not compliant					
<input type="checkbox"/> Treatment Chemicals/Components <input type="checkbox"/> Storage <input type="checkbox"/> Pipe <input type="checkbox"/> New Meters					
Cross Connections Controlled?		N/A			
Record keeping compliant?		Yes			
Security measures compliant?		Yes			
Plant category and type?		Cat V / Class D			
Staffing compliant? (plant/distribution)		Yes			
Plant checks compliant? (2 days)		Yes			
MORs submittal compliant?		Yes			
FIELD SAMPLING RESULTS		Plant Cl (mg/L) / pH		Distribution Cl (mg/L) / pH	
		> 0.2 mg/L		> 0.2 mg/L	
TECHNICAL ASSISTANCE PROVIDERS (TAP) RECOMMENDED? <input type="checkbox"/> Yes (see enclosed TAP information) <input checked="" type="checkbox"/> No TAP recommended at this time					
COMMENTS: Flow meter was replaced in 2014. There is a vacuum breaker missing from the hose bibb downstream of the retention tank. Unable to get a reading for a chlorine residual at the PCE and distribution sample points. That's because the chlorine residual level exceeded the threshold of the testing device. There was a strong odor of chlorine in the air during the sampling. The ion exchange tank has staining on exterior. Its maintenance is completed through Sutter Filtration. Met with operator on site. Log book is not kept on site.					

REPEAT DEFICIENCY: CHLORINE RESIDUAL EXCESSIVE AT THE PLANT AND IN DISTRIBUTION.

REGULATION REFERENCE: FAC Rule 62-550.310

RECOMMENDED ACTION:

The free chlorine residual should always be maintained between 0.2 mg/L and 4.0 mg/L throughout the distribution. Hypochlorite feed rates and the system's flushing program should be adjusted accordingly.

DEFICIENCY: LACK OF PROPER SAFETY EQUIPMENT AT THE CHLORINATION FACILITIES.

REGULATION REFERENCE: FAC Rule 62-555.320(13)

RECOMMENDED ACTION:

Provide proper safety equipment in accordance with FAC 62-555.320. Specifically, please install an eyewash flushing station as required with the use of sodium hypochlorite of strength 7% or higher or utilize an NSF/WQA approved hypochlorite which is less than 7% chlorine solution.

REPEAT DEFICIENCY: NO BACKFLOW PREVENTION DEVICE ON HOSE BIBB LOCATED AT THE TREATMENT FACILITY.

REGULATION REFERENCE: FAC Rule 62-555.360

RECOMMENDED ACTION:

Install hose bibb vacuum breakers on all threaded taps located at the treatment plant to prevent possible contamination of potable water.

DEFICIENCY: BLADDER TANK HAS NO BYPASS VALVE.

REGULATION REFERENCE: FAC 62-555.320

RECOMMENDED ACTION:

Modify the storage facility at the bladder tank in accordance with the above referenced rule. Storage tanks shall have bypass piping to permit operation of the system while it is being repaired or painted.

DEFICIENCY: INCOMPLETE OPERATION AND MAINTENANCE LOG AT THE TREATMENT PLANT.

REGULATION REFERENCE: FAC Rule 62-555.350(12)(a)

RECOMMENDED ACTION:

Keep and maintain an operation and maintenance log which complies with the above referenced rule. Maintenance log should be kept on site.

METER ACCURACY CHECKS.

REGULATION REFERENCE: FAC Rule 62-555.350 (2)

RECOMMENDED ACTION:

FAC requires that water systems maintain and calibrate master meters in accordance with the manufacturer's recommendation. American Water Works Association AWWA Standards C704-02, *Meters*, Section A.6, states, in part, that to ensure reliable meter measurements, it is essential that all meters be subjected to periodic tests. Testing of meters can be accomplished by the Florida Rural Water Association. In addition, the plant meters should be tested periodically as recommended by the AWWA.

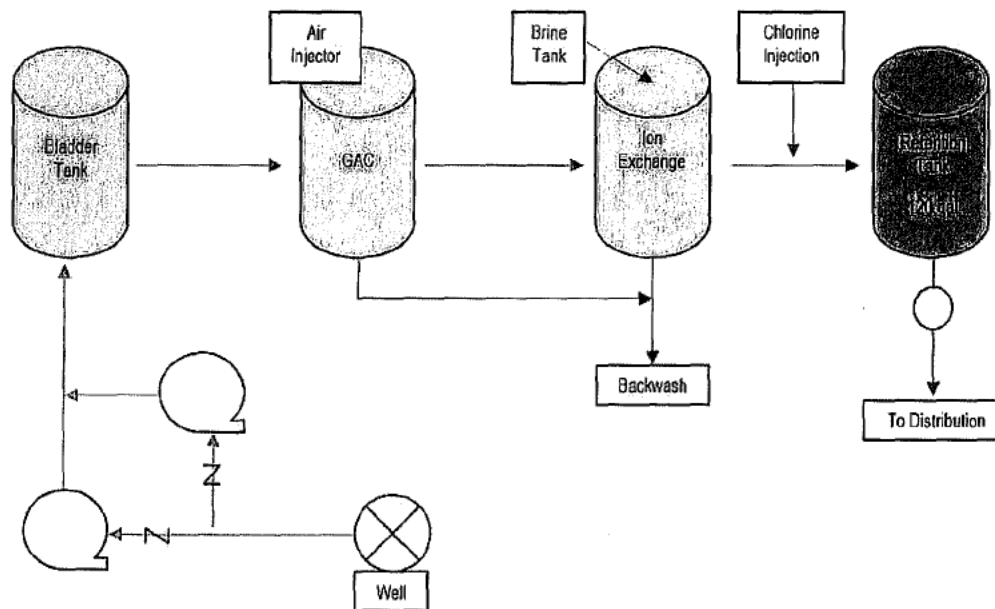
CONFIRM WATER ADDITIVE.

REGULATION REFERENCE: FAC 62-555.320.

RECOMMENDED ACTION:

It was unclear at the time of the inspection whether the brand of sodium hypochlorite solution used by the system is approved for use in public water systems since the manufacturer NSF sheet was not available for review. Please confirm that the specific sodium hypochlorite solution used in the system conforms to the current standards and retain a copy of the NSF/data sheet in the plant operations and maintenance manual.

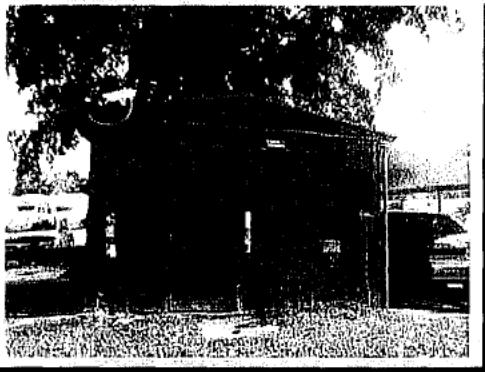
COMPLIANCE MONITORING TRANSIENT NONCOMMUNITY PUBLIC WATER SYSTEMS WITH POPULATION LESS THAN 350					
CONTAMINANT	# Samples Required	Sampling Location	Frequency	Last Sample Date	Next Sample Date
Microbiological (Bacte)	1	Well	Quarterly	05/22/2019	3 rd Quarter 2019
	1	Distribution	Quarterly	05/22/2019	3 rd Quarter 2019
Nitrate & Nitrite (as N)	1	POE	Annually	05/22/2019	2020



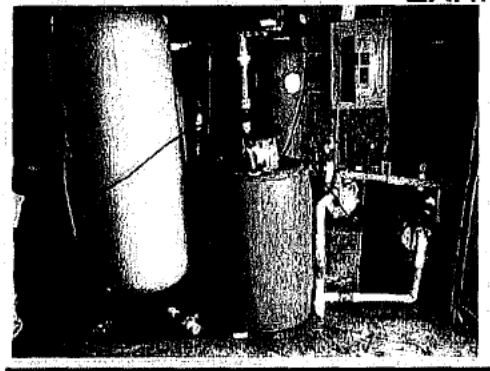
MAP AND DIRECTIONS TO SYSTEM



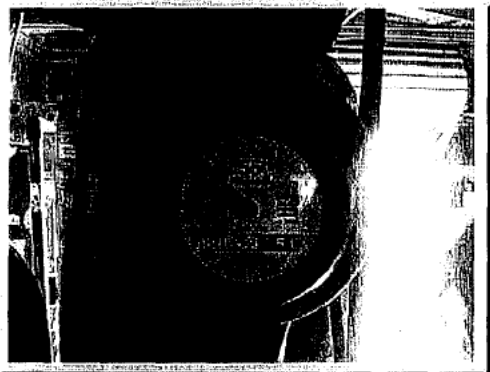
1. Take I-95 S from West Palm Beach.
2. Continue on I-95 S. Take exit 41 for SW 10th St/FL-869 toward Sawgrass Expressway.
3. Turn right onto SW 10th St.
4. Continue onto FL-869 S.
5. Keep left to stay on FL-869 S.
6. Merge onto I-75 S.
7. Take exit 13B for Griffin Rd W.
8. Turn right onto FL-818 W/Griffin Rd.
9. Turn right onto US-27 N.
10. Turn right onto SW 45th St.



Facility enclosure



Facility overview



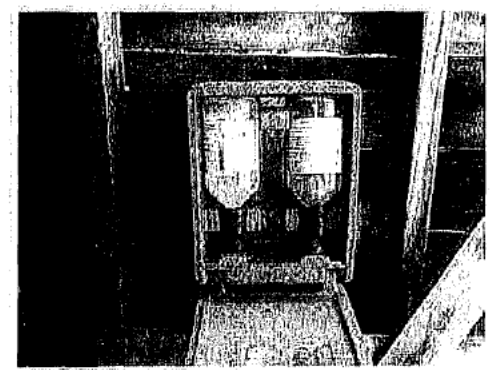
Flow meter



Ion exchange tank



Hose bibb with no vacuum breaker - hose is used to dilute chlorine solution



Eyewash solution

Inspector Signature

B. Diller

Date: July 22, 2019

Reviewer's Signature

Jeffrey Diller

Date: July 22, 2019

ATWOOD INSURANCE AGENCY, INC ^{EXHIBIT "A"}

14300 SW 36th Ave Rd, Suite A Ocala, FL 34473

Phone 352-245-2182 atwoodinsurance99@gmail.com

Web: atwoodinsuranceagency.com

Office Hours: Monday – Thursday 9am – 4pm

QUOTATION:

August 14, 2020

All Water Service LLC

INSURANCE CO: Evanston Ins Co

242 Button Bush Lane
Wellington, FL 33414

Business Description: Check the water systems once a week to record water usage, chemical tank levels, disinfection and pressure levels in the system: 1 owner, no employees or subs

GENERAL LIABILITY:

GENERAL AGGREGATE	2,000,000	PREMIUM	01,200.00
PROD/COOPS AGGREGATE	included	POLICY FEE FULL EARNED	125.00
PERS/ADV INJURY	1,000,000	TAXES	066.26
EACH OCCURRENCE	1,000,000		
FIRE DAMAGE	100,000		
MEDICAL EXPENSE	5,000		
DEDUCTIBLE	0,500		
PROFESSIONAL LIABILITY	excluded		

ANNUAL PREMIUM: \$ 1,391.26 Paid in full, or a down payment of \$ 556.00 and finance the balance over 6 months. Upon receipt of payment, payable to "Atwood Insurance Agency, Inc" and requested information we will bind coverage.

Please sign and fill out all the highlighted (X) (O) areas on the application.

As always, our entire staff is at your disposal. Should you have any questions, please do not hesitate to contact us.

•

Easy Pay: Mail to us, OR Online at: <https://atwoodins.epaypolicy.com> / Phone 352-245-2182 FEE APPLY

Please advise of any changes in payroll, gross receipts, exposure or hazards that will effect this risk, to avoid an additional premium or to prevent a loss from being covered, as the premium is based on the information given. Also, please review the above quotation/application and advise us if you need any of the excluded/additional coverage. Please note that 25% and all fees and taxes are fully earned. We cannot bind coverage for any type of insurance without payment and the requested information. There is an additional charge above the premium for Additional Insured which may vary with each company. On all return checks there is a service charge of \$ 25.00, if the face amount does not exceed \$ 50.00, \$ 30.00 if the face value exceeds \$ 50.00 but does not exceed \$ 300.00, \$ 40.00 if the face value exceeds \$ 300.00, or and amount of up to 5% of the face amount of the check, which ever is greater per the Florida Statute

Office Closure: Martin Luther King Jr., President's Day, 1 week in March/April, Memorial Day, 1 week in June/July, July 4th, Labor Day, Columbus Day, Diwali, Veterans Day, Thanksgiving Week, Christmas Eve-New Year

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