



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of October 22, 2020

Southwest Ranches Council Chambers  
**7:00 PM Thursday**

13400 Griffin Road  
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Doug McKay	Delsa Amundson	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Bob Hartmann	<u>Town Financial</u>	<u>Assistant Town</u>
Denise Schroeder	Gary Jablonski	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, MMC

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**

### Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

**3. RESOLUTION APPROVING SIKH SOCIETY SITE PLAN MODIFICATION nO. SP-78-20**

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-78-20 BY THE SIKH SOCIETY OF FLORIDA, INC. TO AMEND ITS ORIGINALLY APPROVED SITE PLAN TO ADD AN ADDITIONAL 2,021 SQUARE FEET OF BUILDING AREA TO THE EXISTING FACILITY; REPEALING RESOLUTION NO. 2019-32, WHICH SOUGHT TO AMEND THE ORIGINAL SITE PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

**4. Public Comment**

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

**5. Board Reports**

**6. Council Member Comments**

**7. Legal Comments**

**8. Administration Comments**

**Ordinance - 2nd Reading**

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN, PERTAINING TO THE US HIGHWAY 27 BUSINESS LAND USE CATEGORY; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-4) {Approved on First Reading - October 8, 2020} - STAFF REQUESTING A TABLING TO DECEMBER 10, 2020**
- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO CREATE A NEW ZONING CLASSIFICATION ENTITLED, "US HIGHWAY 27 PLANNED BUSINESS DISTRICT;" PROVIDING FOR DISTRICT REGULATIONS**



**AND RELATED AMENDMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - October 8, 2020} - STAFF REQUESTING A TABLING TO DECEMBER 10, 2020**

**Ordinance - 1st Reading**

- 11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 110, "CONCURRENCY REVIEW," SECTION 110-111, "PUBLIC SCHOOL CONCURRENCY" OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO UPDATE REQUIREMENTS FOR PUBLIC SCHOOL CONCURRENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**
- 12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN ("WSFWP") AND ADOPTING IMPLEMENTING AMENDMENTS TO THE GOALS, OBJECTIVES AND POLICIES OF THE UTILITIES ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; AUTHORIZING TRANSMITTAL OF THE TEN-YEAR WSFWP AND RELATED COMPREHENSIVE PLAN AMENDMENTS TO REVIEWING AGENCIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3)**
- 13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO REPEAL THE RESIDENTIAL MEDIUM DENSITY LAND USE CATEGORY; AMENDING THE TEXT OF THE HOUSING ELEMENT TO REVISE RELATED POLICIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3)**
- 14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE PUBLIC SCHOOL FACILITIES AND CAPITAL IMPROVEMENT ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO UPDATE THE LEVEL OF SERVICE STANDARD FOR PUBLIC SCHOOL FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-6)**
- 15. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE GREENWAYS PLAN MAP AND RELATED POLICIES IN THE RECREATION AND OPEN SPACE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING**

**AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-7)**

**Resolutions**

- 16. 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.**
- 17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF DEBONAIR MECHANICAL, INC. AS THE LOWEST MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR THE PROVISION AND INSTALLATION OF iWAVE ION GENERATORS IN THE AMOUNT OF SIXTEEN THOUSAND FOUR HUNDRED AND EIGHTEEN DOLLARS AND ZERO CENTS (\$16,418.00) TO MITIGATE THE POSSIBLE EFFECTS OF COVID-19 WITHIN TOWN FACILITIES; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**Discussion**

- 18. Fire Assessment Update - Town Administrator Berns**
- 19. Approval of Minutes**
  - a. September 14, 2020 - 1st Budget Hearing**
  - b. September 24, 2020 - 2nd Budget Hearing**
  - c. September 29, 2020 - 2nd Budget Hearing**

**20. Adjournment**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/22/2020  
**SUBJECT:** RESOLUTION APPROVING SIKH SOCIETY SITE PLAN  
MODIFICATION nO. SP-78-20

---

### **Recommendation**

Staff recommends approval with conditions enumerated in the agenda report.

### **Unanimous Vote of the Town Council Required?**

Yes

### **Strategic Priorities**

A. Sound Governance

E. Cultivate a Vibrant Community

### **Background**

The Petitioner requests approval of a slightly smaller version of the addition Council approved in 2019. The previous addition was approved for the northwest corner of the building and the current addition is proposed for the northeast side of the existing building. The proposed addition comprises 2,021 square feet of enclosed space, a 266 square-foot reduction from the 2019 approval. The addition is for a library and 7 Sunday school classrooms.

### **Fiscal Impact/Analysis**

Not Applicable

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Staff memorandum	10/10/2020	Executive Summary
Resolution - Sikh Society - Site Plan Mod. - TA Approved	10/14/2020	Resolution
Plan Index/Cover Sheet	10/10/2020	Exhibit
Survey	10/10/2020	Exhibit
Tree survey	10/10/2020	Exhibit
Site Plan	10/10/2020	Exhibit
Floor Plan	10/10/2020	Exhibit
Elevations	10/10/2020	Exhibit
Paving, Grading, Drainage	10/10/2020	Exhibit
Pavement Markings, Signage	10/10/2020	Exhibit

## **TOWN OF SOUTHWEST RANCHES TOWN COUNCIL AGENDA REPORT**

**DATE:** October 8, 2020

**SUBJECT:** Site Plan Modification Application SP-78-20; Sikh Society

**ADDRESS:** 16000 SW 60<sup>th</sup> Street, Southwest Ranches, FL

**LOCATION:** The southwest corner of the intersection of Dykes Road and Stirling Road

**ZONING:** CF, Community Facility (developed parcel)  
RE, Rural Estate (undeveloped parcel)

**LAND USE PLAN  
DESIGNATION:** Rural Estates

**PETITIONER:** Sikh Society of Florida, Inc.

**OWNER:** Sikh Society of Florida, Inc.

**REQUEST:** Site plan modification for a 2,021 square-foot addition to the south side of the existing 8,600 square-foot temple building.

**EXHIBITS:** Aerial Photograph and Site Plan.

### **BACKGROUND**

The Sikh Society of Florida, Inc. ("Petitioner") owns approximately 2.4 net acres at the southwest corner of Stirling and Dykes roads, of which 1.674 net acres are zoned Community Facility (CF) and developed with two single-story buildings connected by a covered breezeway that total 10,790 square feet under roof and 8,600 square feet of enclosed building area. The remaining 0.73 net acre is zoned Rural Estates (RE) and is not developed and is not proposed for development. The developed parcel comprises the Sikh Society Plat, which is not restricted as to floor area.

The Council approved an addition to north side of the temple building in February of 2019. Subsequently, a new majority on the temple's governing board retained an architect to redesign the addition and relocate it to the east side of the temple building.

## **SITE PLAN MODIFICATION REQUEST**

The Petitioner requests nullification of the 2019 site plan modification in favor of the current application, which seeks to relocate a smaller version of the previously approved addition to the east side of the building. The revised addition comprises 2,021 square feet of enclosed space, a 266 square-foot reduction from the 2019 approval. The addition is for a library and 7 Sunday school classrooms.

The Town's Unified Land Development Code requires one parking space for each 50 square feet of assembly area with non-fixed seating, and 2 parking spaces for the priest's residence. The Town's parking regulations allow a facility with multiple assembly areas to base its required parking on only the largest of the assembly areas subject to an agreement with the Town that limiting use to one assembly area at any given time. The largest of the assembly rooms is the dining hall, which requires 59 parking spaces. Combined with the priest's residence, a total of 61 parking spaces are required, and 61 spaces are provided in the parking lot in front of the building.

The proposed addition complies with setback, plot coverage, impervious area and floor area ratio (F.A.R.) requirements. The height of the proposed addition will measure 22 feet to its highest point, whereas 35 feet measured to the midline of the roof is allowed.

The proposed addition will not displace any trees. SBDD and the Town Engineer have approved the site drainage subject to the Petitioner obtaining a Town Paving, Grading and Drainage Permit and SBDD Paving and Drainage Permit. Finally, the Fire Marshal has determined the Site Plan Modification to be acceptable. All conditions of the 2019 site plan modification are included in the staff recommendation.

## **STAFF RECOMMENDATION:**

Staff finds that the proposed addition complies with the requirements of the Unified Land Development Code subject to the following conditions:

1. Prior to the issuance of a building permit, Owner shall:
  - a. Execute a Unity of Title Agreement in a form and format acceptable to the Town Attorney that unifies the title of the developed 1.67 acre parcel to the undeveloped 0.73 acre parcel. This agreement shall be recorded in the Broward County Public Records and shall be binding on successors and assigns.
  - b. Execute a Parking Agreement in a form and format acceptable to the Town Attorney that prohibits the use of more than one assembly area at any one time. The agreement shall include provisions authorizing Town's un-noticed right of inspection to confirm compliance with the Agreement,

enforcement, and recovery of Attorney's fees for any violation thereof. This agreement shall be recorded in the Broward County Public Records and shall be binding on successors and assigns.

- c. Dedicate the road and bikeway easements along Dykes Road in fee simple to the Town.
  - d. Confirm the acceptability of the dumpster orientation with Waste Pro and adjust if necessary.
  - e. Include notation on the site plan that assembly areas shall not be used concurrently, except that classrooms for religious instruction of children only may be utilized concurrent with the Diwan Hall assembly area.
  - f. Submit a landscape plan in compliance with this Resolution to the Town's landscape reviewer for approval.
2. Prior to issuance of a certificate of occupancy, Owner shall:
- a. Plant a continuous hedge on the inside of the existing metal fence.
  - b. Install a buffer on the vacant lot consisting of an opaque fence 5 to 6 feet in height behind a hedge along Dykes Road and SW 61 Court (except for any approved gate). The buffer shall also include trees planted 30 feet on center, of a species appropriate for proximity to power lines.

This page  
intentionally left blank



## **RESOLUTION NO. 2021-XXX**

**A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-78-20 BY THE SIKH SOCIETY OF FLORIDA, INC. TO AMEND ITS ORIGINALLY APPROVED SITE PLAN TO ADD AN ADDITIONAL 2,021 SQUARE FEET OF BUILDING AREA TO THE EXISTING FACILITY; REPEALING RESOLUTION NO. 2019-32, WHICH SOUGHT TO AMEND THE ORIGINAL SITE PLAN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sikh Society of Florida, Inc. is the current owner ("Owner") of property within Parcel "A" of Sikh Society Plat, as recorded in Plat Book 120, Page 9 of the Broward County, Florida Public Records, as well as the owner of Parcel A of Requejo Subdivision, as recorded in Plat Book 163, Page 14 ("Property"); and

**WHEREAS**, on April 25, 2019, the Town Council sought to modify the original site plan pursuant to Resolution No. 2019-32; and

**WHEREAS**, Petitioner now desires to abandon that site plan modification and to seek a new amended site plan to erect a 2,021 square-foot building addition; and

**WHEREAS**, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed site plan amendment complies with the requirements of the Town's Unified Land Development Code ("ULDC") subject to satisfaction of the conditions set forth herein.

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

**Section 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2.** That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on October 22, 2020 the Town Council hereby approves Site Plan Application No. SP-78-20 for the Property, subject to the following conditions:

1. Prior to the issuance of a building permit, Owner shall:
  - a. Execute a Unity of Title Agreement in a form and format acceptable to the

Town Attorney that unifies the title of the developed 1.67 acre parcel to the undeveloped 0.73 acre parcel. This agreement shall be recorded in the Broward County Public Records and shall be binding on successors and assigns.

- b. Execute a Parking Agreement in a form and format acceptable to the Town Attorney that prohibits the use of more than one assembly area at any one time. The agreement shall include provisions authorizing Town's un-noticed right of inspection to confirm compliance with the Agreement, enforcement, and recovery of Attorney's fees for any violation thereof. This agreement shall be recorded in the Broward County Public Records and shall be binding on successors and assigns.
  - c. Dedicate the road and bikeway easements along Dykes Road in fee simple to the Town.
  - d. Confirm the acceptability of the dumpster orientation with Waste Pro and adjust if necessary.
  - e. Include notation on the site plan that assembly areas shall not be used concurrently, except that classrooms for religious instruction of children only may be utilized concurrent with the Diwan Hall assembly area.
  - f. Submit a landscape plan in compliance with this Resolution to the Town's landscape reviewer for approval.
2. Prior to issuance of a certificate of occupancy, Owner shall:
- a. Plant a continuous hedge on the inside of the existing metal fence.
  - b. Install a buffer on the vacant lot consisting of an opaque fence 5 to 6 feet in height behind a hedge along Dykes Road and SW 61 Court (except for any approved gate). The buffer shall also include trees planted 30 feet on center, of a species appropriate for proximity to power lines.

**Section 3.** Resolution No. 2019-32 is hereby repealed in its entirety.

**Section 4.** The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

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

**PASSED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_ day

of \_\_\_\_, 2020, on a motion by \_\_\_\_\_ and seconded

by \_\_\_\_\_.

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_  
\_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

---

Doug McKay, Mayor

ATTEST:

---

Russell Muniz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

---

Keith Poliakoff, Town Attorney  
37601980.1

This page  
intentionally left blank



## PROJECT INFORMATION

1.02 CODES: ALL CODES HAVING JURISDICTION SHALL BE OBSERVED STRICTLY IN THE CONSTRUCTION OF THE PROJECT, INCLUDING ALL APPLICABLE STATE, CITY AND COUNTY BUILDING, ZONING, ELECTRICAL, MECHANICAL, PLUMBING, LIFE SAFETY AND FIRE CODES. CONTRACTOR SHALL VERIFY ALL CODE REQUIREMENTS AND ANY DISCREPANCIES IN THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.

**1.04 JOB CONDITIONS:**

**B. DIMENSIONS AND NOTES SHALL TAKE PRECEDENCE OVER SCALE AND GRAPHICS.**

**1.05 WORK NECESSARY TO COMPLETE CONSTRUCTION:**

1.06 CLEAN UP / REPAIR:

1.07 SHOP DRAWINGS:

## ABBREVIATIONS

[illegible]

## PROJECT INFORMATION

BUILDING DATA:

OCCUPANCY LOAD CALCULATIONS (PER FBC 1004.1.1)			
AREA NAME / ROOM NAME	FLOOR AREA (SF)	FLOOR AREA PER OCCUPANT (SF)	OCCUPANT LOAD
(N) LIBRARY / GALLERY	869	50	17 OCCUPANTS
(N) CLASSROOMS	1026	20	51 OCCUPANTS
REST ROOM / CLOSETS	126	100	1 OCCUPANTS
TOTAL	2021	>>>>>>>>	70 OCCUPANTS

CODE CONFORMANCE:

- ## GENERAL BUILDING CRITERIA:

MEANS OF EGRESS:

## EXTERIOR DOORS AND WINDOWS / GLAZING

- ## CLASSIFICATION OF HAZARD OF CONTENTS

PER NFPA 101: ORDINARY HAZARD CONTENTS

## INTERIOR FINISHES

INTERIOR FINISHES: CLASS B or C  
INTERIOR FLOOR FINISH: CLASS I or II

## REQUIRED SEPARATION FOR ADJACENT TENANCY

PER FLORIDA BUILDING CODE (CURRENT EDITION) THE REQUIRED FIRE RATED SEPARATION BETWEEN ADJACENT TENANCIES SHALL BE AS PER FBC TABLE 508.4

### **BUILDING FIRE PROTECTION FEATURES:**

EXISTING BUILDING IS NOT PROVIDED  
w/ SUPERVISED AUTOMATIC SPRINKLER SYSTEM

**PARKING:**

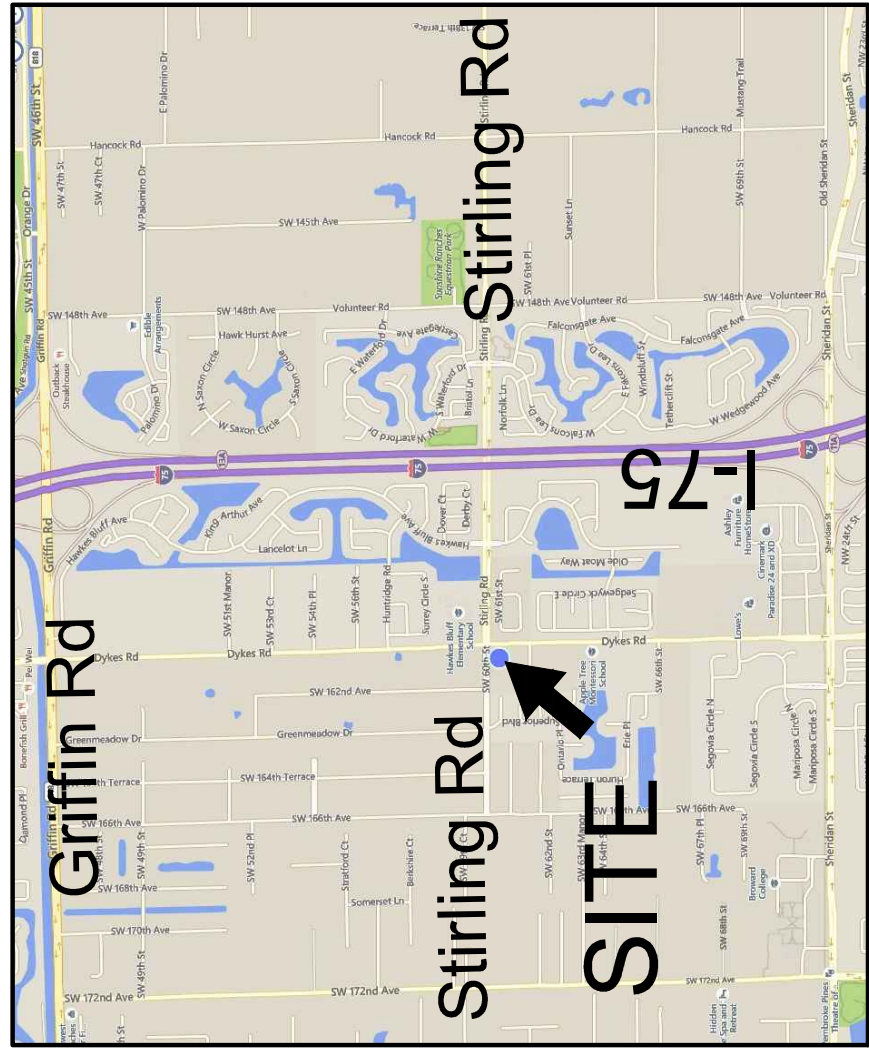
**EXISTING**

## SCOPE OF WORK


- ALTERATION LEVEL: 2
- NEW ADDITION w/ ROOF AND FOUNDATION LIBRARY / CLASSROOMS
- EXISTING STRUCTURE TO REMAIN
- REARRANGEMENT / RE-STRIPING OF PARKING SPACES TO MEET ADA CODE REQUIREMENT

Addition / Alteration to:  
**Sikh Society of Florida**  
SW 60th ST  
Southwest Ranches, FL 33331

# LOCATION MAP



# ARCHITECTURE



**THIBEAUX ARCHITECTURE, INC.**  
 2101 South Andrews Avenue #205  
 Fort Lauderdale, FL 33316  
 PH: (954) 467-4140  
[www.ThibeauxArchitecture.com](http://www.ThibeauxArchitecture.com)

## CIVIL

 **HOLLAND ENGINEERING, INC.**  
1120 SE 3rd Ave  
Fort Lauderdale, FL 33316  
PH: (954) 367-0371

# SURVEYING

**J&J**  
JOHNSTON & JOHNSTON LAND SURVEYING SERVICES, INC.  
7081 Taft St #160  
Hollywood, FL 33024  
PH: (954) 296-9516

[illegible]



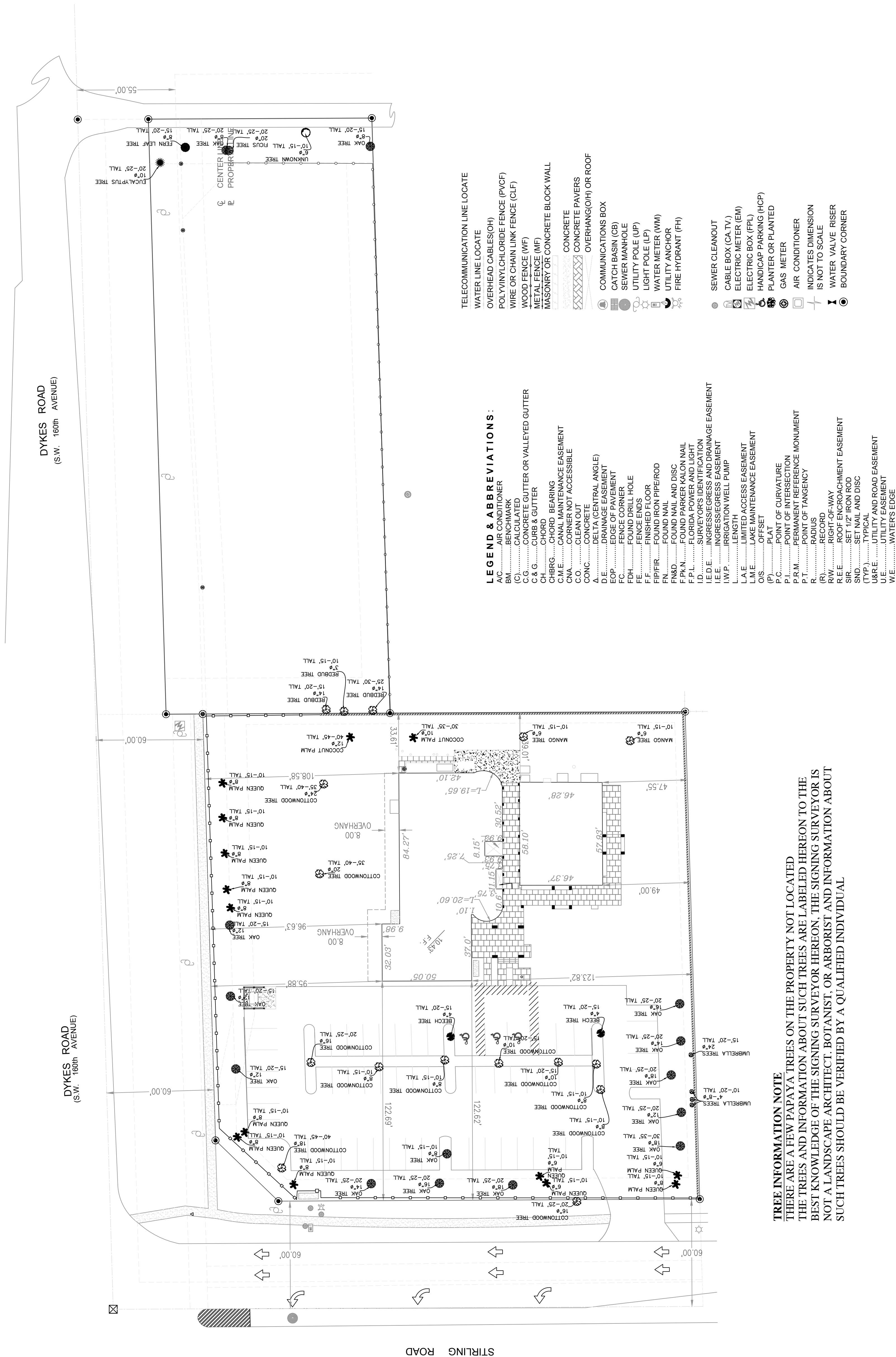




# MAP OF BOUNDARY SURVEY

LAST DATE OF FIELD WORK: 7/10/2014

## TREE INFORMATION



### FREE INFORMATION NOTE

THERE ARE A FEW PAPAYA TREES ON THE PROPERTY NOT LOCATED  
THE TREES AND INFORMATION ABOUT SUCH TREES ARE LABELED HEREON TO THE  
BEST KNOWLEDGE OF THE SIGNING SURVEYOR HEREON, THE SIGNING SURVEYOR IS  
NOT A LANDSCAPE ARCHITECT, BOTANIST, OR ARBORIST AND INFORMATION ABOUT  
SUCH TREES SHOULD BE VERIFIED BY A QUALIFIED INDIVIDUAL.

THIS IS A COPYRIGHT DOCUMENT CONTAINING PROPRIETARY INFORMATION AND IS NOT WARRANTED BY THE SIGNING SURVEYOR WHEN COPIED BY OTHERS. THIS IS UNLESS OTHERWISE SHOWN HEREON RECORD AND MEASURED CALLS ARE IN SUBSTANTIAL AGREEMENT. 3) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR PURPOSES OF THIS SURVEY. 4) ANY UNRECORDED ENCUMBRANCES NOT ON THE PLAT AND THE SAME, IF ANY, MAY NOT BE SHOWN ON THIS SKETCH. 5) FENCE OWNERSHIP IS NOT DETERMINED BY UNDESIGNED, FENCE LINES ARE TAKEN TO THE CENTER OF THE SAME, IF ANY LINES MAY MEANER ALONG PROPERTY LINES, FENCE LINES MAY BE EXAGGERATED TO BETTER ILLUSTRATE WHERE THEY ARE LOCATED. 6) SURFACE FOUNDATION FEATURES WERE NOT LOCATED FOR THIS SURVEY. 7) ANY UNRECORDED UTILITY FEATURES WERE NOT LOCATED FOR THIS SURVEY. 71) THIS IS NOT A VALID SURVEY WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A LICENSED SURVEYOR AND MAPPER. 8) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE AS AN AID IN OBTAINING A BUILDING PERMIT FOR A FLORIDA LICENSED PERSON, NO OTHER WARRANTIES ARE HEREBY EXTENDED OR GRANTED.

PRINTING ELECTRONICALLY SIGNED DOCUMENT:



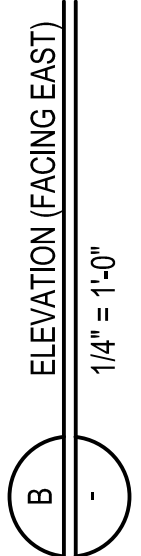
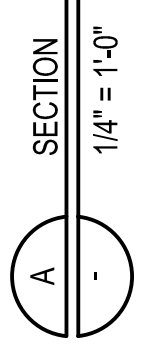
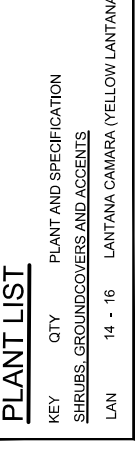
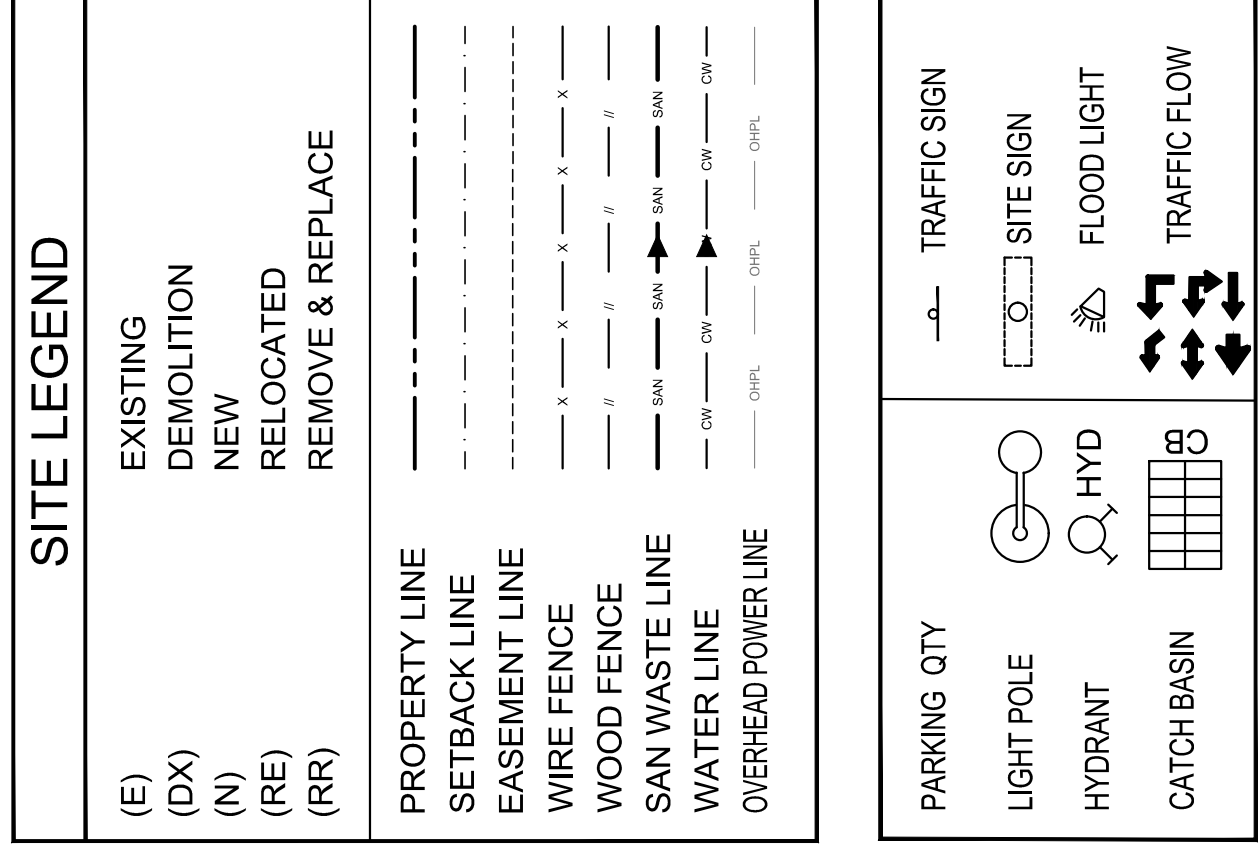



Diagram showing four rectangles labeled A, B, C, and D. Rectangle A has a width of 4'0" and a height of 2.4 C.Y. Rectangle B has a width of 3'5" and a height of 2 C.Y. Rectangle C has a width of 3'9" and a height of 3 C.Y. Rectangle D has a width of 4'10" and a height of 4 C.Y. A vertical dimension line on the right indicates a total height of 6'-9" for the four rectangles stacked together.



B	PLANTING DETAIL SHRUBBERY	NTS
---	------------------------------	-----

[illegible]

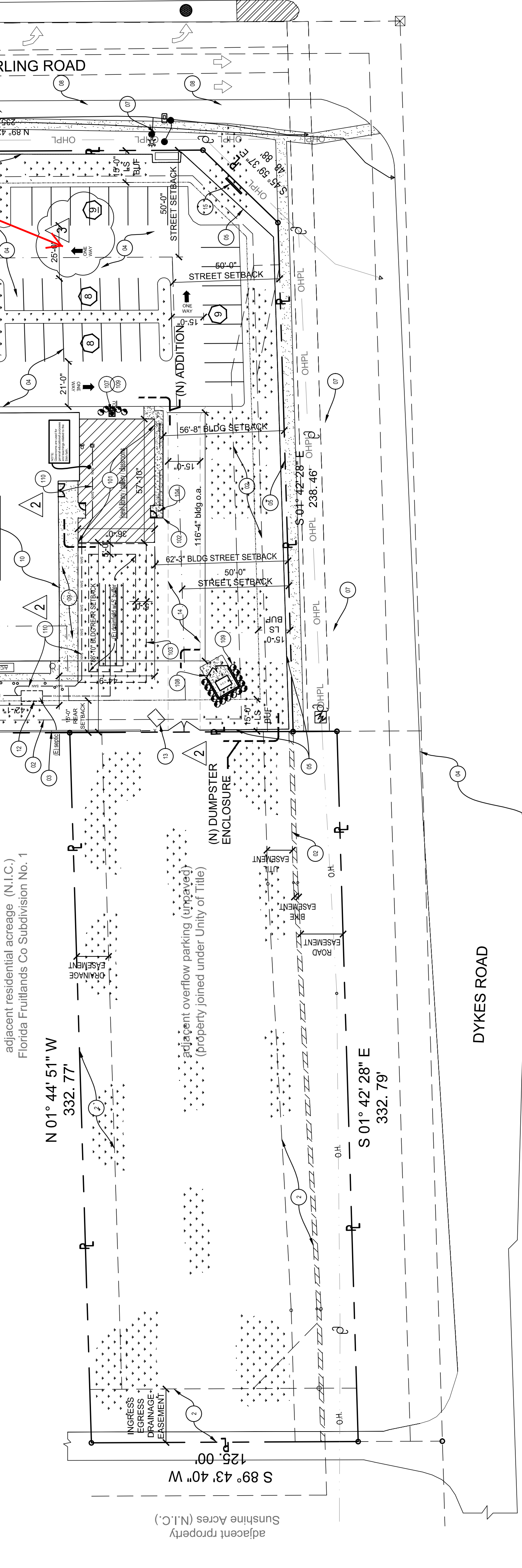
SITE PLAN KEY NOTES	
LETTERS: "L", "J", "O", "A" & "O" = NOT USED	
(E) = EXISTING (DX) = DEMOLITION (N) = NEW	
01	(E) PROPERTY LINE
02	(E) EASEMENT LINE
03	(E) SITE WALL  - GATE
04	(E) PAVEMENT (NO ALTERATION TO PAVING - ONLY LIMITED RE-STRIPING)
05	(E) FENCE
06	(E) RAMP (ADA COMPLIANT)
07	(E) OVERHEAD (O.H.) CABLE / LINE
08	(E) TELEPHONE LINE
09	(E) HARDSCAPE / WALKWAY
10	(E) BUILDING
11	(E) NON-VEHICULAR ACCESS LINE
12	(E) SEPTIC TANK
13	(E) DUMPSTER - TO BE RELOCATED - SEE 108
14	(E) DRIVEWAY EXTENSION TO OVERFLOW PARKING AREA (NON-PAVED) Note: existing path used by vehicles to access the overflow area and there is no extension or improvement being proposed.
15	(E) MONUMENT SIGN
16	(E) SAN SEWER / DRAINFIELD
101	(N) BUILDING / ADDITION / REMODEL
102	(N) EGRESS LANDING AND RAMP
103	(N) DRAINFIELD 5FT SETBACK
104	(N) EMERGENCY EXIT ONLY
105	(N) FIVE FOOT (5') IMPERVIOUS BUFFER DRAINFIELD
106	(N) SIGNAGE a) STOP b) ONE WAY    DO NOT ENTER c) ADA (r/c)
107	(N) A/C CONDENSING UNIT w/ PROTECTIVE BOLLARDS
108	(N) DUMPSTER ENCLOSURE    w/ CONC APRON
109	(N) PLANTING SURROUNDING (structure or equipment) SEE DETAILS - THIS SHEET
110	(N) SAN SEWER LINE TO (E) SEPTIC SYSTEM

SITE DATA TABLE						
SITE AREA		QTY	unit			
ADJACENT LOT combined under Unity of Title		74008	SQ FT			
TOTAL SITE		41928	SQ FT			
TOTAL SITE		115636	SQ FT			
IMPERVIOUS AREA						
BUILDING (FOOTPRINT)		10821	SF			
BUILDING (OVERHANG)		1277	SF			
BUILDING UNDER ROOF		11898	SQ FT			
PARKING LOT		21821	SF			
EXISTING WALKWAYS		1686	SF			
NEW WALKWAYS		62	SF			
IMPERVIOUS SUB TOTAL<		47365	SQ FT	PCT >>>	41.0	%
LANDSCAPE AREA (PERVIOUS)						
LANDSCAPE AREA (PERVIOUS)		68271	SF			
BUILDING - LOT COVERAGE		10.3	%			
LANDSCAPE AREA (PERVIOUS)		11898	SQ FT			
PARKING						
PARKING SPACES REQUIRED >		SEATING	div by	QTY	UNIT	
PARKING SPACES PROVIDED >>		177	3	59	SPACES	
PARKING SPACES PROVIDED >>		177	117	61	SPACES	
BUILDING DATA						
SANCTUARY (Dining Hall)		QTY	UNIT			
SANCTUARY (Dining Hall)		2564	SF			
COVERED / BREEZEWAY		2190	SF			
LANGAR HALL - DINING HALL (GRSS)		2923	SF			
REST ROOMS		484	SF			
GUARDWAS RESIDENCE		1361	SF			
KITCHEN STORAGE		1058	SF			
KITCHEN STORAGE		1058	SF			
EXISTING BLDG (sanctuary)		6820	SF			
NEW ADDITION		2021	SF			
SUB TOTAL		10821	SQ FT			
OCCUPANCY						
SANCTUARY (Dining)		QTY	unit	div by		
SANCTUARY SEATING		2564	SF	15	171	PEOPLE
SANCTUARY SEATING		162	PEOPLE			
DINING HALL (NET) (Larger)		2655	SF	15	177	PEOPLE
Dining Hall Seating		177	PEOPLE			
KITCHEN STORAGE		1038	SF	100	11	PEOPLE
NEW ADDITION		2021	SF	100	2	PEOPLE
GROSS OCCUPANCY >>>		>	>	>	208	PEOPLE

**GENERAL NOTE:**  
WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS ARE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THIS INFORMATION MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DOCUMENTS. SHOP DRAWINGS MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

## SITE PLAN SCOPE OF WORK

- NO ALTERATION TO EXISTING PAVEMENT (\*\* RE-STRIPED)
- ADA (HIC) PARKING SPACES BEING RELOCATED (\*\*) TO POSITION SHOWN
- ADA SPACES SHOWN IN CONFORMANCE WITH ACCESSIBILITY CODE TABLE FBC-A.208.2
- SITE DATA TABLE REVISED AND UPDATED
- SIGNAGE AND PAVEMENT MARKINGS ADDED TO (E) PARKING AREA AS REQUIRED
- DUMPSTER ENCLOSURE (CBS) ADDED



**PLAN**  
SCALE: 1" = 30'

## SITE PLAN SCOPE OF WORK

## SITE PLAN SCOPE OF WORK




- NO ALTERATION TO EXISTING PAVEMENT (\*\* RE-STRIPPED)
- ADA (HIC) PARKING SPACES BEING RE-LOCATED (\*\*) TO POSITION SHOOTING RANGE
- ADA SPACES SHOWN IN IS IN CONFORMANCE WITH ACCESSIBILITY CODE
- TABLE FBC-A 208.2
- SITE DATA TABLE REVISED AND UPDATED
- SIGNAGE AND PAVEMENT MARKINGS ADDED TO (E) PARKING AREA AS REQUIRED

**GENERAL NOTE:**  
WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS ARE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THIS INFORMATION MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DOCUMENTS. SHOP DRAWINGS MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.


**THIBEAUX**  
 ARCHITECTURE  
 THOMAS E. THIBEAUX, R.A.  
 REGISTERED ARCHITECT FL-AR0015423  
 2101 S ANDREWS AVENUE #205, FORT LAUDERDALE, FL 33316  
 PH 954-467-4140  
 WWW.THIBEAUXARCHITECTURE.COM

"TO THE BEST OF MY KNOWLEDGE  
 THE PLANS AND SPECIFICATIONS  
 SUBMITTED HERETOBY  
 SUBJUGATE INTERPRETATIONS  
 WITH EXISTING INTERPRETATIONS  
 OF THE BUILDING CODES. THIS  
 DRAWING IS THE PROPERTY OF  
 THIBEAUX ARCHITECTURE, INC. AND  
 IS AN INSTRUMENT OF SERVICE  
 AND MAY NOT BE REPRODUCED  
 OR REPRODUCED BY ANY  
 OTHER MEANS IN PART OR IN  
 WHOLE WITHOUT EXPRESS  
 WRITTEN PERMISSION OF SAME."  
 © THIBEAUX ARCHITECTURE, INC.

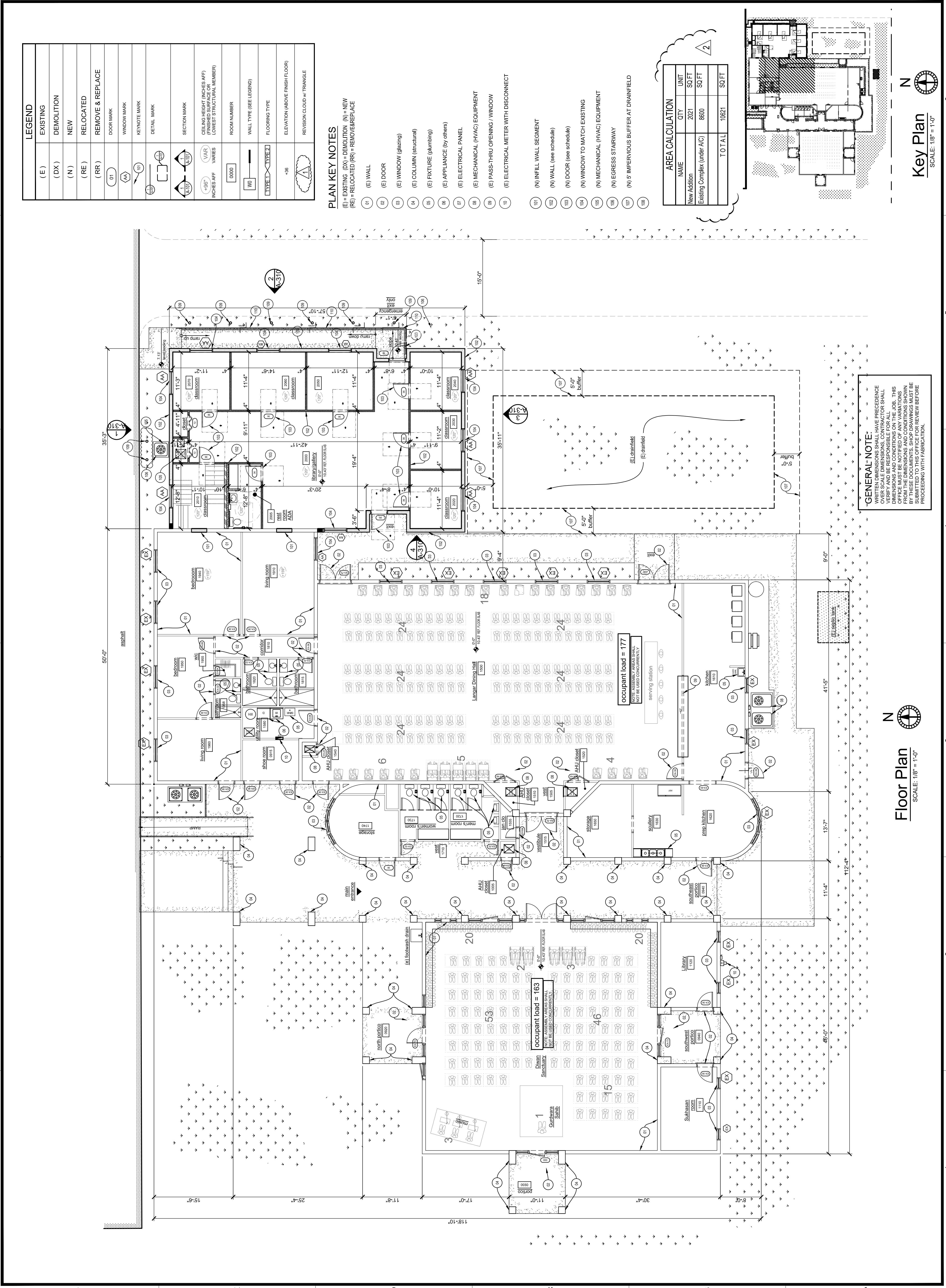
SEAL:

REVISIONS :	
NUMBER	DATE
D.R.C. AND MANAGERIAL	2020-01-29
D.R.C. REVISION 	2020-07-06
D.R.C. REVISION 	2020-10-05
D.R.C. REVISION 	2020-10-09

Site Plan

DRAWN BY:	TAI
ISSUE DATE :	2020-03-11
SCALE :	AS NOTED
DESIGN :	TT
REVIEWED :	T. Thibaux
PROJ.NO. :	16505 L 16b
SHEET	
SP-110	

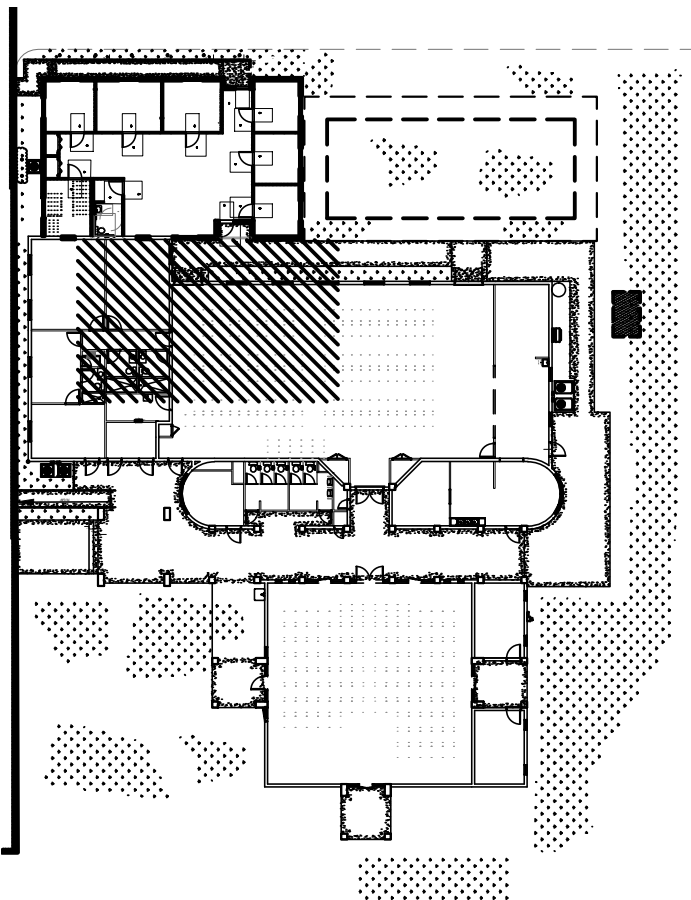




**Floor Plan**  
SCALE: 1/8" = 1'-0"

**GENERAL NOTE:**  
WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER DIMENSIONS SHOWN ON THE DRAWING. THE ARCHITECT SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DRAWING PRIOR TO CONSTRUCTION. ANY VARIATIONS MUST BE SUBMITTED TO THIS OFFICE FOR REVIEW BEFORE PROCEEDING WITH FABRICATION.

AREA CALCULATION			
NAME	QTY	UNIT	
New Addition	2021	SQ FT	
Existing Complex (under A/C)	8600	SQ FT	
TOTAL	10621	SQ FT	



**Key Plan**  
SCALE: 1/8" = 1'-0"

LEGEND	
(E)	EXISTING
(DX)	DEMOLITION
(N)	NEW
(RE)	RELOCATED
(RR)	REMOVE & REPLACE
01	DOOR MARK
AA	WINDOW MARK
10	KEYNOTE MARK
11	DETAIL MARK
12	SECTION MARK
13	CEILING HEIGHT (INCHES AFF)
14	INCHES AFF
15	VARIES
16	ROOM NUMBER
17	WALL TYPE (SEE LEGEND)
18	FLOORING TYPE
19	ELEVATION ABOVE FINISH FLOOR
20	REVISION CLOUD w/ TRIANGLE

- PLAN KEY NOTES**
- (E) = EXISTING (DX) = DEMOLITION (N) = NEW  
(RE) = RELOCATED (RR) = REMOVE/REPLACE
- 01 (E) WALL  
02 (E) DOOR  
03 (E) WINDOW (glazing)  
04 (E) COLUMN (structural)  
05 (E) FIXTURE (plumbing)  
06 (E) APPLIANCE (by others)  
07 (E) ELECTRICAL PANEL  
08 (E) MECHANICAL (HVAC) EQUIPMENT  
09 (E) PASS-THRU OPENING / WINDOW  
10 (E) ELECTRICAL METER WITH DISCONNECT  
11 (N) INFILL WALL SEGMENT  
12 (N) WALL (see schedule)  
13 (N) DOOR (see schedule)  
14 (N) WINDOW TO MATCH EXISTING  
15 (N) MECHANICAL (HVAC) EQUIPMENT  
16 (N) EGRESS STARWAY  
17 (N) 5' IMPERVIOUS BUFFER AT DRAINFIELD  
18 (E) DRAINFIELD

**THIBEAUX ARCHITECTURE**  
THOMAS E. THIBEAUX, R.A.  
REGISTERED ARCHITECT FL-AR0015423  
2101 S ANDREWS AVENUE #205, FORT LAUDERDALE, FL 33316  
PH 954-467-4140  
WWW.THIBEAUXARCHITECTURE.COM

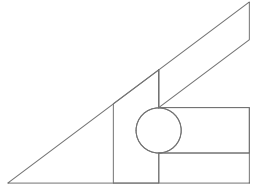
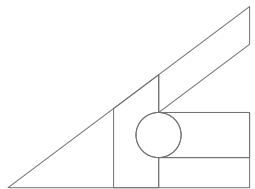
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS DRAWING COMPLIES WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND PROVISIONS OF THE FLORIDA BUILDING CODE. THIS DRAWING IS THE PROPERTY OF THIBEAUX ARCHITECTURE, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THIBEAUX ARCHITECTURE, INC.

REVISIONS:	
NUMBER	DATE
D.R.C.	2020-01-29
D.R.C.	2020-07-06
REVISION	2020-09-22

**Addition / Alteration to:**  
Sikh Society of Florida  
SW 60th ST  
Southwest Ranches, FL 33331

DRAWN BY:	TAI
ISSUE DATE:	2020-03-11
SCALE:	AS NOTED
DESIGN:	TT
REVIEWED:	T. Thibaux
PROJ. NO.:	16505
SHEET	L16b

**A-110**



THIBEAUX

ARCHITECTURE

THOMAS E. THIBEAUX, R.A.

REGISTERED ARCHITECT FL-AR0015423

PH 954-467-4140

WWW.THIBEAUXARCHITECTURE.COM

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS DRAWING COMPLIES WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND SUBMITTED HEREWITH COMPLY WITH EXISTING INTERPRETATIONS AND PROVISIONS OF THE APPLICABLE BUILDING CODES. THIS DRAWING IS THE PROPERTY OF THIBEAUX ARCHITECTURE, INC. AND IS AN INSTRUMENT OF SERVICE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR REPRODUCED BY ANY OTHER MEANS IN PART OR IN WHOLE WITHOUT EXPRESS WRITTEN PERMISSION OF THIBEAUX ARCHITECTURE, INC. © THIBEAUX ARCHITECTURE, INC.

REVISIONS:	
NUMBER	DATE
D.R.C.	2020-01-29
D.R.C. - REVISION	2020-07-06
REVISION	2020-09-22

SEAL:

Addition / Alteration to:  
Sikh Society of Florida  
SW 60th ST  
Southwest Ranches, FL 33331

Elevations

DRAWN BY: TAI	
ISSUE DATE: 2020-03-11	AS NOTED
SCALE:	TT
DESIGN:	TT
REVIEWED:	T. Thibaux
PROJ. NO.: 16505	L16b
SHEET	
A-310	

1

NORTH ELEVATION

1/8" = 1'-0"

2

EAST ELEVATION

1/8" = 1'-0"

3

SOUTH ELEVATION

1/8" = 1'-0"

4

WEST ELEVATION

1/8" = 1'-0"

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537

538

539

540

541

542

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581

582

583

584

585

586

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

706

707

708

709

710

711

712

713

714

715

716

717

718

719

720

721

722

723

724

725

726

727

728

729

730

731

732

733

734

735

736

737

738

739

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756

757

758

759

760

761

762

763

764

765

766

767

768

769

770

771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787

788

789

790

791

792

793

794

795

796

797

798

799

800

801

802

803

804

805

806

807

808

809

810

811

812

813

814

815

816

817

818

819

820

821

822

823

824

825

826

827

828

829

830

831

832

833

834

835

836

837

838

839

840

841

842

843

844

845

846

847

848

849

850

851

852

853

854

855

856

857

858

859

860

861

862

863

864

865

866

867

868

869

870

871

872

873

874

875

876

877

878

879

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894

895

896

897

898

899

900

901

902

903

904

905

906

907

908

909

910

911

912

913

914

915

916

917

918

919

920

921

922

923

924

925

926

927

928

929

930

931

932

933

934

935

936

937

938

939

940

941

942

943

944

945

946

947

948

949

950

951

952

953

954

955

956

957

958

959

960

961

962

963

964

965

966

967

968

969

970

971

972

973

974

975

976

977

978

979

980

981

982

983

984

985

986

987

988

989

990

991

992

993

994

995

996

997

998

999

1000

1001

1002

1003

1004

1005

1006

1007

1008

1009

1010

1011

1012

1013

1014

1015

1016

1017

1018

1019

1020

1021

1022

1023

1024

1025

1026

1027

1028

1029

1030

1031

1032

1033

1034

1035

1036

1037

1038

1039

1040

1041

1042

1043

1044

1045

1046

1047

1048

1049

1050

1051

1052

1053

1054

1055

1056

1057

1058

1059

1060

1061

1062

1063

1064

1065

1066

1067

1068

1069

1070

1071

1072

1073

1074

1075

1076

1077

1078

1079

1080

1081

1082

1083

1084

1085

1086

1087

1088

1089

1090

1091

1092

1093

1094

1095

1096

1097

1098

1099

1100

1101

1102

1103

1104

1105

1106

1107

1108

1109

1110

1111

1112

1113

1114

1115

1116

1117

1118

1119

1120

1121

1122

1123

1124

1125

1126

1127

1128

1129

1130

1131

1132

1133

1134

1135

1136

1137

1138

1139

1140

1141

1142

1143

1144

1145

1146

1147

1148

1149

1150

1151

1152

1153

1154

1155

1156

1157

1158

1159

1160

1161

1162

1163

1164

1165

1166

1167

1168

1169

1170

1171

1172

1173

1174

1175

1176

1177

1178

1179

1180

1181

1182

1183

1184

1185

1186

1187

1188

1189

1190

1191

1192

1193

1194

1195

1196

1197

1198

1199

1200

1201

1202

1203

1204

1205

1206

1207

1208

1209

1210

1211

1212

1213

1214

1215

1216

1217

1218

1219

1220

1221

1222

1223

1224

1225

1226

1227

1228

1229

1230

1231

1232

1233

1234

1235

1236

1237

1238

1239

1240

1241

1242

1243

1244

1245

1246

1247

1248

1249

1250

1251

1252

1253

1254

1255

1256

1257

1258

1259

1260

1261

1262

1263

1264

1265

1266

1267

1268

1269

1270

1271

1272

1273

1274

1275

1276

1277

1278

1279

1280

1281

1282

1283

1284

1285

1286

1287

1288

1289

1290

1291

1292

1293

1294

1295

1296

1297

1298

1299

1300

1301

1302

1303

1304

1305

1306

1307

1308

1309

1310

1311

1312

1313

1314

1315

1316

1317

1318

1319

1320

1321

1322

1323

1324

1325

1326

1327

1328

1329

1330

1331

1332

1333

1334

1335

1336

1337

1338

1339

1340

1341

1342

1343

1344

1345

1346

1347

1348

1349

1350

1351

1352

1353

1354

1355

1356

1357

1358

1359

1360

1361

1362

1363

1364

1365

1366

1367

1368

1369

1370

1371

1372

1373

1374

1375

1376

1377

1378

1379

1380

1381

1382

1383

1384

1385

1386

1387

1388

1389

1390

1391

1392

1393

1394

1395

1396

1397

1398

1399

1400

1401

1402

1403

1404

1405

1406

1407

1408

1409

1410

1411

1412

1413

1414

1415

1416

1417

1418

1419

1420

1421

1422

1423

1424

1425

1426

1427

1428

1429

1430

1431

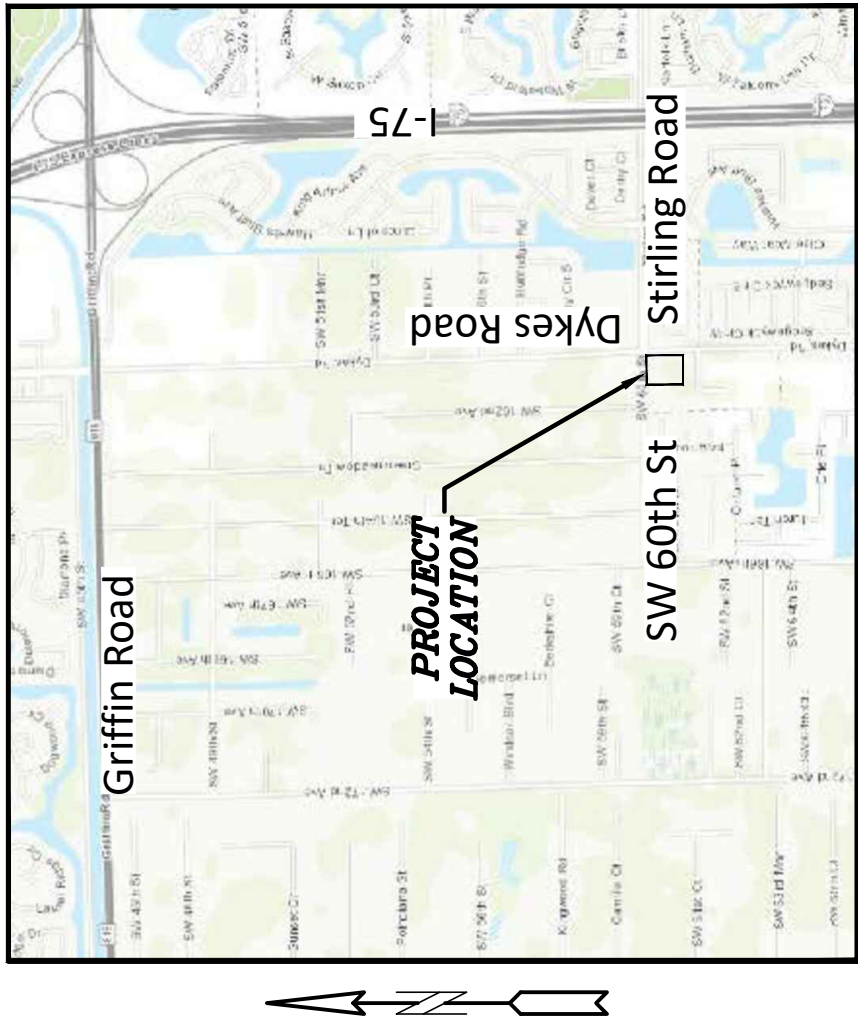
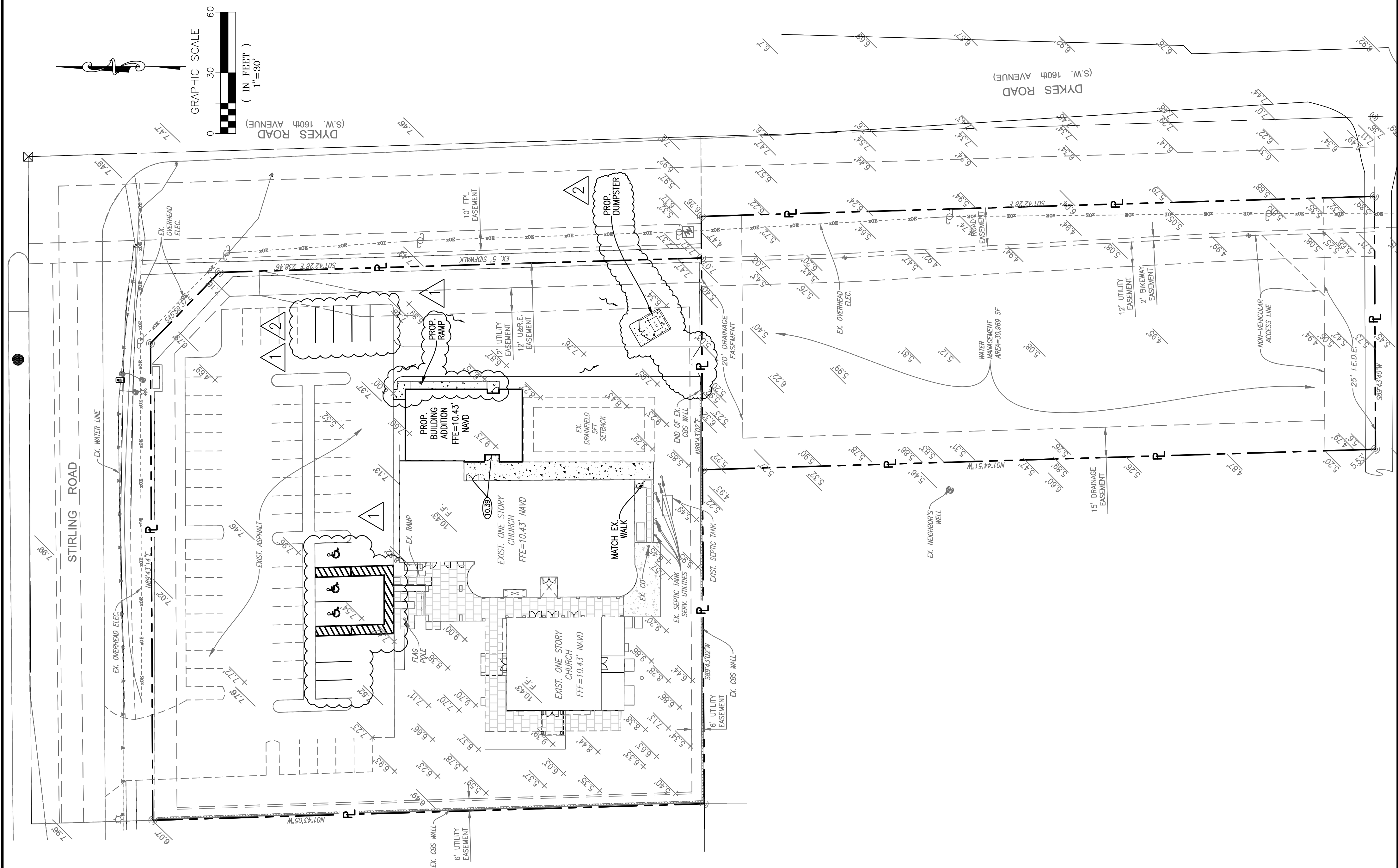
1432

1433

1434

1435</





## LOCATION MAP

N.T.S.

SECTION 5, TOWNSHIP 51 RANGE 40

NOTE:

ALL ELEVATIONS ARE REFERENCED TO NGVD 1929









SITE IS LOCATED IN FLOOD ZONE AH. BASE FLOOD ELEVATION IS 6.00' NAVD / 7.50' NGVD

SITE AREA CALCULATIONS:

TOTAL SITE AREA = 100,238 S.F. (NET)  
WATER MANAGEMENT AREA = 30,969 S.F.  
WATER MANAGEMENT ARE IS 30.9% OF TOTAL SITE

REVISIONS					
NO.	DATE	BY	CHK'D	DESCRIPTION	
1	6/16/20	HS	SCH	D.R.C. REVISION	
2	9/16/20	AA	SCH	D.R.C. REVISION	

## LEGEND

- |   |                            |
|---|----------------------------|
|  | OVERLAY EXISTING ASPHALT   |
|  | PROPOSED CONCRETE          |
|  | PROPOSED PAVERS            |
|  | PROPOSED ASPHALT           |
|  | PROPOSED SURFACE ELEVATION |
|  | EXISTING PAVERS            |
|  | EXISTING ELEVATION         |
|  | EXISTING CATCH BASIN       |

ADDITION / ALTERATION TO:  
SIKH SOCIETY OF FLORIDA  
16000 STIRLING ROAD  
SOUTHWEST RANCHES, FL 33331

NO. OF SHEETS: 2

SHEET NO.:

CAD FILE NO.

SCALE: 1"=30'



Call 811 or visit [sunshine811.com](http://sunshine811.com) two full business days before digging to have buried facilities located and marked.



**Sunshine 811** 

Call 811 or visit [sunshine811.com](http://sunshine811.com) two full business days before digging to have buried facilities located and marked.

*Check positive response codes before you dig!*

NO. OF SHEETS: 2
SHEET NO.: C-2

ADDITION / ALTERATION TO:  
SIKH SOCIETY OF FLORIDA  
16000 STIRLING ROAD  
SOUTHWEST RANCHES, FL 33331

REVISIONS				
NO.	DATE	BY	CHK'D	DESCRIPTION
1	6/16/20	HS	SCH	D.R.C. REVISION
2	9/16/20	VA	SCH	D.R.C. REVISION
3	10/8/20	HS	SCH	D.R.C. REVISION

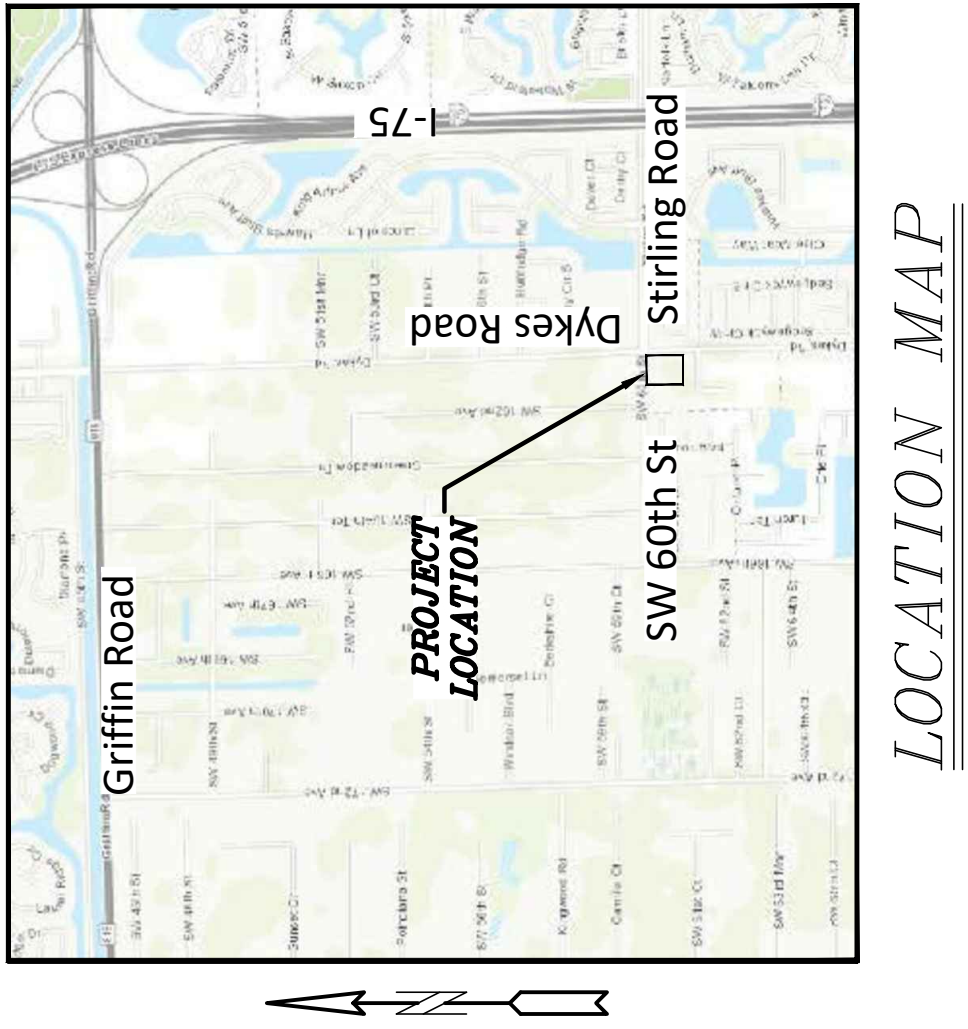
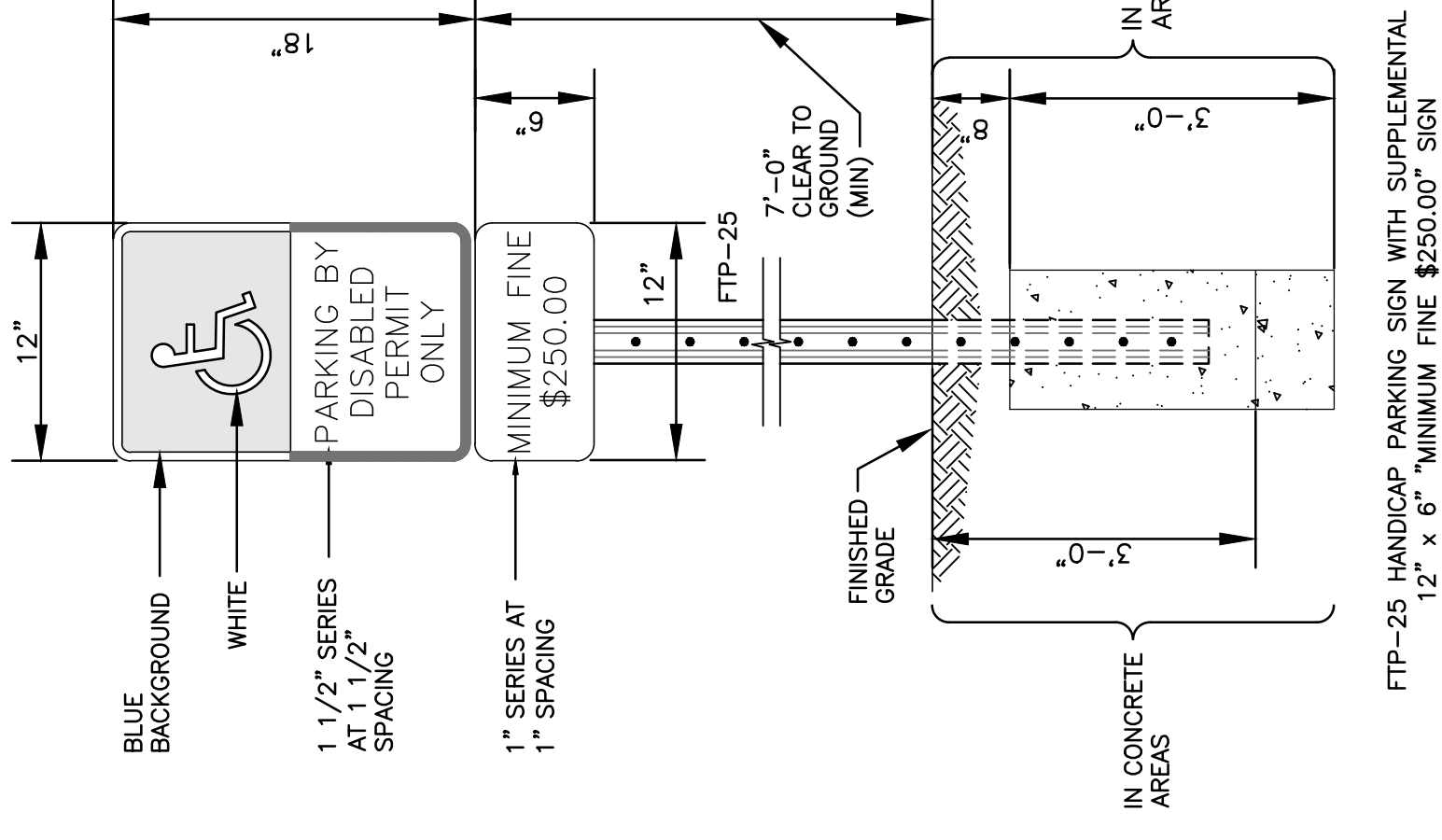
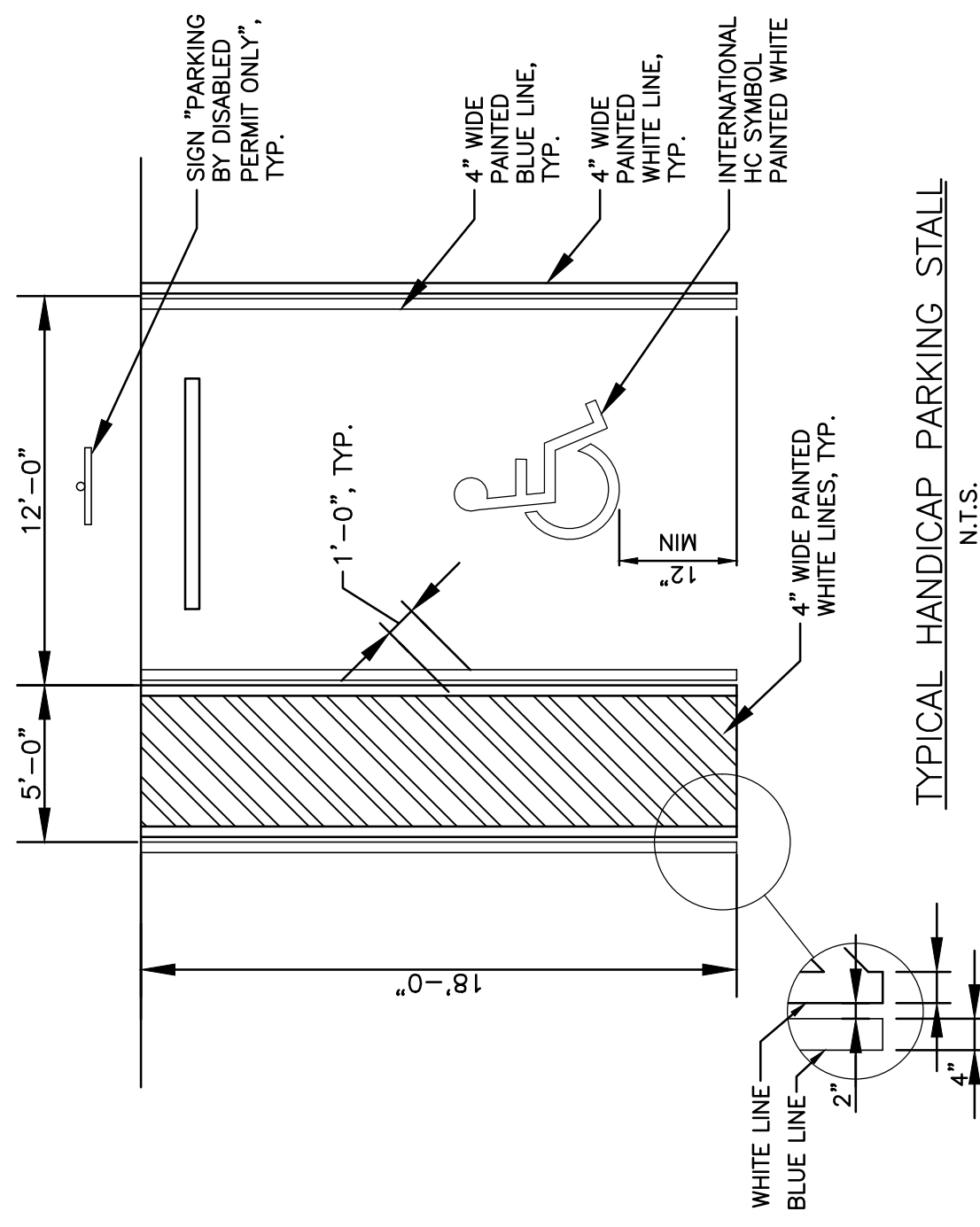
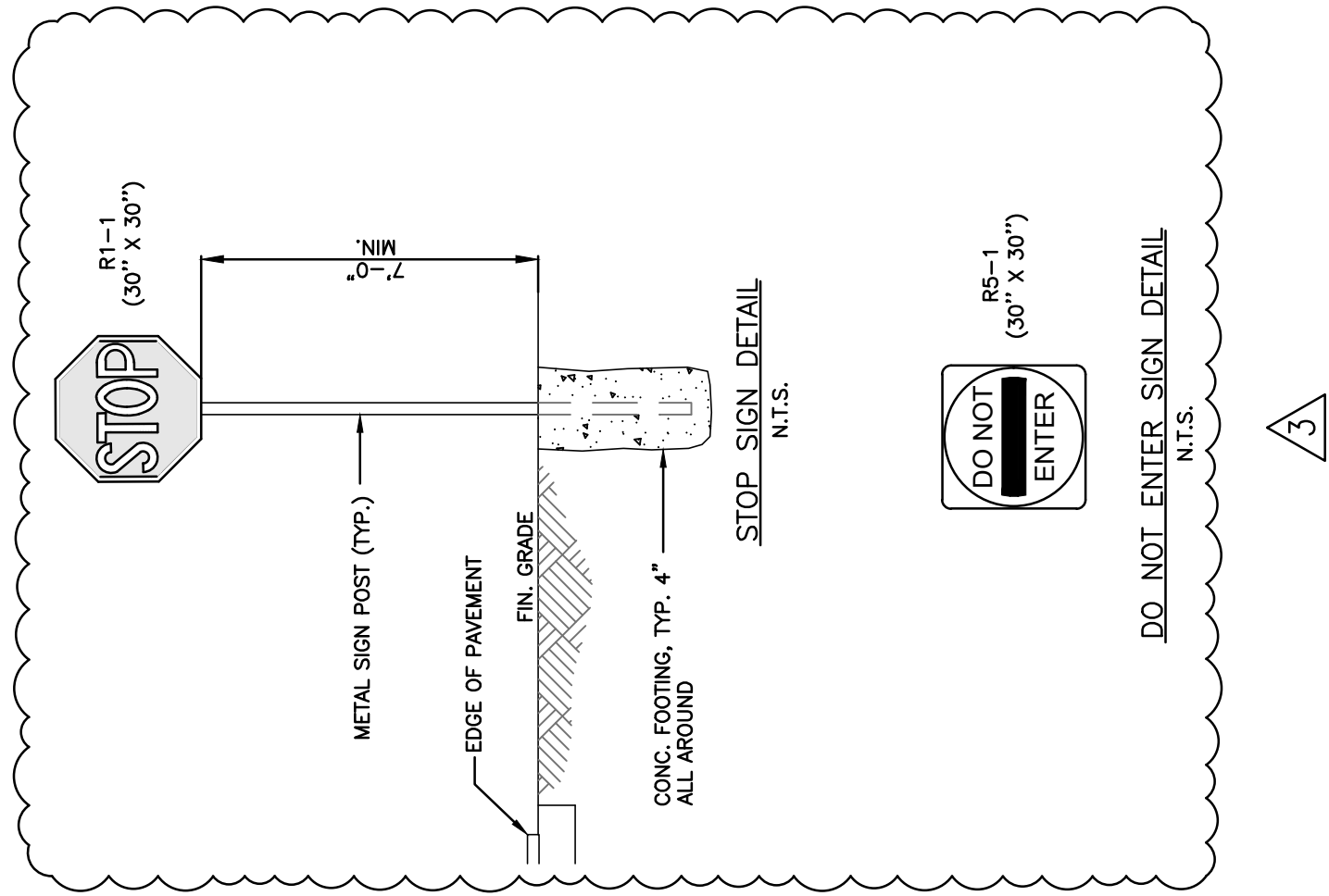
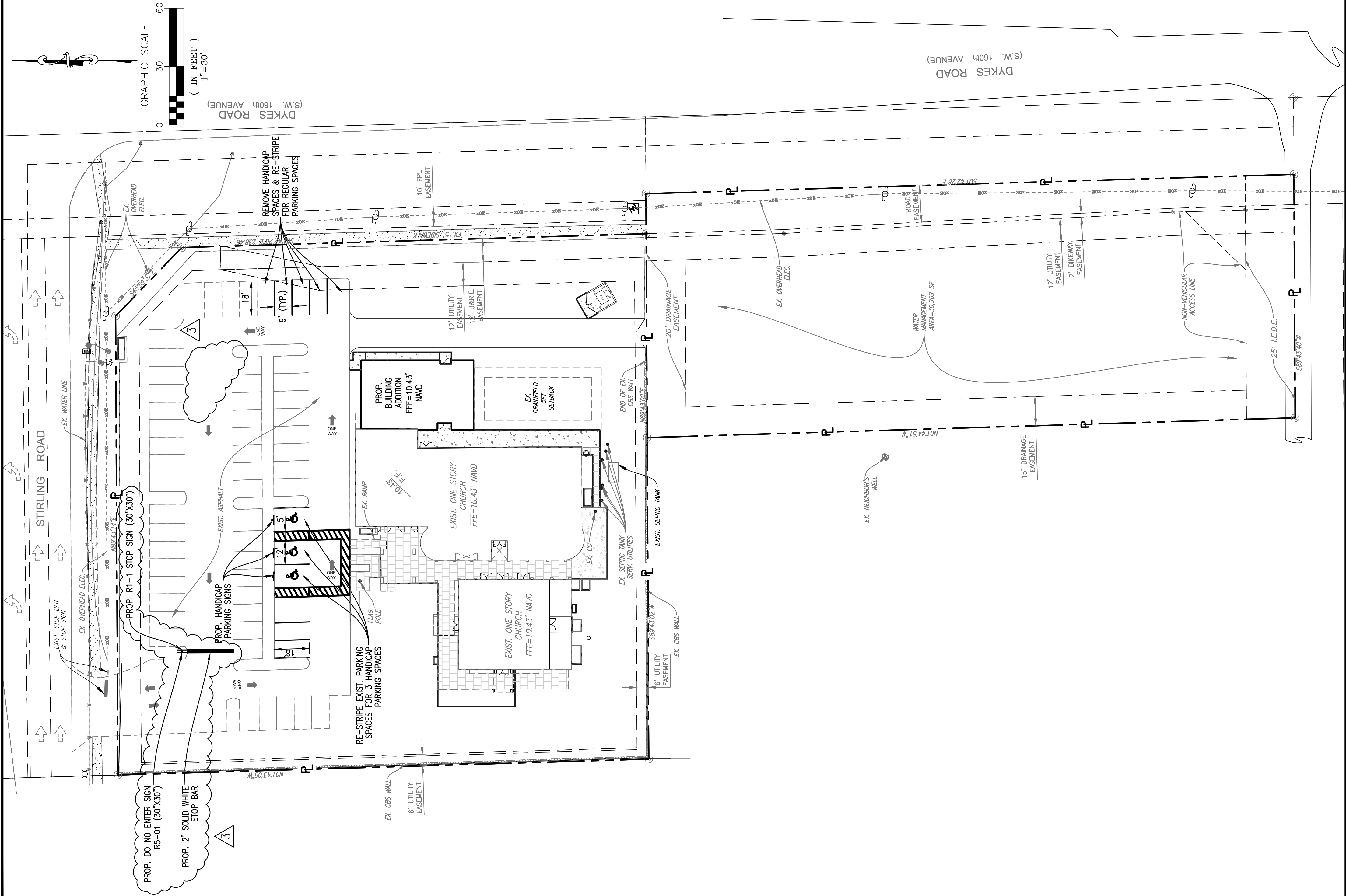
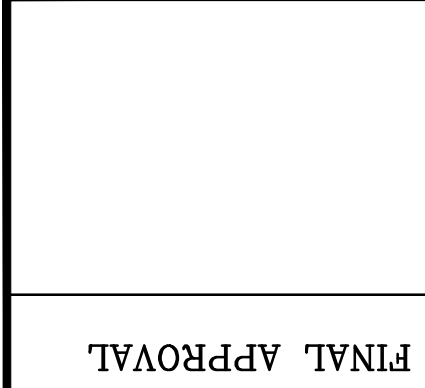
**HOLLAND ENGINEERING**

**CIVIL ENGINEERING SOLUTIONS**

1120 SE 3rd Avenue  
 Fort Lauderdale, Florida 33316  
 Phone: 954.367.0371  
 Certificate of Authorization 7325

SUSAN C. HOLLAND  
 STATE OF FLORIDA PROFESSIONAL ENGINEER  
 LICENSE NO. 11851

DRAWN BY:	HS	SCALE:	1"=30'
DESIGNED BY:	SCH	DATE:	01/27/20
CHECKED BY:	SCH	FIELD BOOK:	N/A



1. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND.
2. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND & BORDER.
3. LOCATE SIGN AT CENTERLINE AND HEAD OF EACH HANDICAP STALL, WHERE APPLICABLE.
4. SIGNS IN CONCRETE AREAS TO BE EMBEDDED FOR A DEPTH OF 3- FEET.

HANDICAP PARKING SIGN  
N.T.S.

TYPICAL HANDICAP PARKING STALL



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/22/2020  
**SUBJECT:** ORDINANCE AMENDING ULDC FOR SCHOOL CONCURRENCY

---

### **Recommendation**

Staff recommends the Town Council approve the Ordinance on first reading and adopt on second reading.

### **Unanimous Vote of the Town Council Required?**

Yes

### **Strategic Priorities**

A. Sound Governance

### **Background**

In October, 2017 the Town Council passed Resolution No. 2018-006 supporting a change to the level of service standard ("LOS") for public schools. The LOS determines the method used to measure the capacity of schools for the purpose of school concurrency. Subsequently, the Mayor executed the Third Amended and Restated Interlocal Agreement For Public School Facility Planning ("ILA") in November, 2017 containing the new LOS standard and agreeing to amend the Town's plan to reflect the new standard.

The ILA requires that all parties to the agreement update their comprehensive plans and land development regulations with the new LOS. The proposed Ordinance amends the level of service standard for public schools in the ULDC to conform with the ILA and amended Comprehensive Plan .

**Fiscal Impact/Analysis**

Not Applicable.

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance Public School Concurrency ULDC - TA Approved	10/14/2020	Ordinance

**ORDINANCE NO. 2021 - XXX**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 110, "CONCURRENCY REVIEW," SECTION 110-111, "PUBLIC SCHOOL CONCURRENCY" OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO UPDATE REQUIREMENTS FOR PUBLIC SCHOOL CONCURRENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Third Amended and Restated Interlocal Agreement for Public School Facility Planning in Broward County ("ILA"), to which the Town is a signatory, established a new district-wide Level of Service ("LOS") Standard for the purpose of administering public school concurrency; and

**WHEREAS**, all signatories are required to amend their comprehensive plans and land development regulations consistent with the new LOS Standard; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 22, 2020 and recommended that the Town Council adopt the proposed amendment; and

**WHEREAS**, the Town Council finds the amendment complies with the ILA and amended Comprehensive Plan.

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

**Section 1: Ratification.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2: ULDC Amendment.** ULDC Article 110, "Concurrency Review," is hereby amended as follows:

Sec. 110-111. - Public school concurrency.

\* \* \*

Key: Underlined text is added and ~~stricken~~ text is deleted.



(B) *Applications subject to a public school concurrency determination.*

- (1) The town shall not approve an application for a plat, replat, plat note amendment, or any site plan with a residential component (hereafter referred to as "application[s]") that generates one (1) or more students, or is not exempt or vested from the requirements of public school concurrency, until the school board has reported that the school concurrency requirement has been satisfied. Residential development of up to four (4) single-family residences exempted in subsection ~~170-010(13)~~120-010(B) from the site plan approval requirement shall constitute a site plan for the purpose of this section.

\* \* \*

(F) *Level of service standards.*

- (1) School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables). ~~The level of service standard (LOS) shall be one hundred (100) percent of gross capacity (with relocatable classrooms) for each concurrency service area until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be one hundred and ten (110) percent of permanent FISH capacity.~~
- (2) School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.
- (3) The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements contained in the effective five-year adopted District Educational Facilities Plan (DEFP).

\* \* \*

**Section 3: Codification.** The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

**Section 4: Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Key: Underlined text is added and ~~stricken~~ text is deleted.



**Section 5: Severability.** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**Section 6: Effective Date.** This Ordinance shall take effect upon the effective date of Ordinance No. \_\_\_\_ (Plan Amendment Application No. PA-20-6).

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_, 2020 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_ day of \_\_\_\_, 2020, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
37601761.1

Key: Underlined text is added and ~~stricken~~ text is deleted.

This page  
intentionally left blank



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/22/2020  
**SUBJECT:** 10-YEAR WATER SUPPLY PLAN UPDATE

---

### **Recommendation**

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

### **Unanimous Vote of the Town Council Required?**

Yes

### **Strategic Priorities**

### **Background**

Local governments in southeast Florida are required to update their Ten-year Water Supply Facilities Work Plan every five years, following the South Florida Water Management District update of the Lower East Coast Water Supply Plan.

### **Fiscal Impact/Analysis**

N/A

### **Staff Contact:**

Jeff Katims

### **ATTACHMENTS:**

Description

Upload Date    Type

Staff memorandum  
Ordinance 10 Year Water Supply - TA Approved  
Ord. Exhibit "A" Water Supply Facilities Work Plan

9/30/2020	Executive Summary
10/14/2020	Ordinance
9/30/2020	Backup Material



Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall  
(954) 434-1490 Fax

***Town Council***  
***Doug McKay Mayor***  
***Denise Schroeder, Vice Mayor***  
***Delsa Amundson, Council Member***  
***Bob Hartmann, Council Member***  
***Gary Jablonski, Council Member***

Andrew Berns, *Town Administrator*  
Keith Poliakoff, *Town Attorney*  
Martin Sherwood, *Town Financial Administrator*  
Russell Muñiz, *Assistant Town Administrator/Town Clerk*

## COUNCIL MEMORANDUM

**TO:** Honorable Mayor and Town Council

**THRU:** Andrew D. Berns, Town Administrator

**FROM:** Jeff Katims, AICP, CNU-A  
Town Planner

**DATE:** September 30, 2020

**SUBJECT:** Case #PA-20-3  
Ordinance Adopting the Town's Ten-Year Water Supply Facilities Work Plan and Related Comprehensive Plan Amendments

---

### **Recommendation**

Staff recommends that the Town Council approve the proposed Ordinance on first reading and adopt the Ordinance on second reading.

### **Issue**

Section 163.3177 Florida Statutes requires that all local governments and utility providers prepare an update to their adopted Ten-Year Water Supply Facilities Work Plan (WSFWP) to reflect changes in the applicable Water Management District's Regional Water Supply Plan update, which is facilitated every five years. After the regional water supply plan is adopted, each local government and utility must prepare relevant updates and approve its WSFWP within eighteen (18) months.

### **Background**

Many potable water utilities are directly affected by changes in South Florida Water Management District (SFWMD) Policy. Such changes have included new limitations on aquifer withdrawal and use of various withdrawal and effluent treatment and disposal technolo-

gies. For Southwest Ranches, which relies mostly on individual wells for water, the actions of the SFWMD have not of direct impact. However, the Town is still required by law to update its ten-year water supply facilities plan.

### **Analysis**

The attached water supply facilities plan demonstrates coordination with the cities of Sunrise and Cooper City to the extent that both supply potable water to properties within Southwest Ranches, but clearly states that the potable water in the Town is supplied on a decentralized, individual-supply basis. Since the SFWMD has not taken actions to curtail the use of individual wells for private residences, the Town has sufficient water to meet its needs for the next ten years and beyond.

Two policies within the Capital Improvements Element, and one policy within the Utilities Element of the Town's Comprehensive Plan are being updated to properly reference the Sunrise and Cooper City water supply plan updates (pending). References to both adopted plans are required by law. The proposed amendments to the Town's Comprehensive Plan elements are noted below.

**CIE Policy 1.1-g:** The five year schedule of capital improvements shall reflect the most current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on July 14, 2020~~ January 20, 2015), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

**CIE Policy 1.1-h:** The Town hereby adopts by reference the most current Cooper City 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on, MM/DD, 202X~~ December 30, 2014) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

**UE POLICY 1.2-m:** The level of service (LOS) standard for potable water facilities serving the Town are as follows:

Cooper City Facilities: ~~101-33~~ 127 gallons per capita per day

City of Sunrise: ~~65-102~~ gallons per capita per day

The Comprehensive Plan Advisory Board (CPAB) reviewed the Southwest Ranches 2020 Water Supply Facilities Work Plan (WSFWP) on September 17, 2020 and recommended the Town Council APPROVE the WSFWP and TRANSMIT the proposed Comprehensive Plan amendments.

Passage of the related ordinance on first reading will authorize staff to transmit the proposed amendments to the various state agencies that have authority under State Law for review and comment. The agencies have 30 days to provide comments or objections,

after which the ordinance will be scheduled for second reading with any changes that are appropriate to address agency comments, if applicable.

This page  
intentionally left blank



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43

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

44       **Section 1: Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified  
45 and confirmed as being true and correct and are hereby made a specific part of this  
46 Ordinance.

47  
48       **Section 2: Town WSWFP Approved.** That the Town of Southwest Ranches  
49 Ten-Year WSWFP (dated 2020), attached hereto as Exhibit "A" is hereby approved.

50  
51       **Section 3: UE Amendment Adopted.** That the Utilities Element of the Town  
52 of Southwest Ranches Comprehensive Plan is hereby amended as follows to update level  
53 of service standards for third party utilities that provide limited service within the Town:

54  
55 III.F Utilities Element (UE)

56  
57       \* \* \* \* \*

58  
59       **UE POLICY 1.2-m:** The level of service (LOS) standard for potable water facilities  
60 serving the Town are as follows:

61       Cooper City Facilities: ~~101-33-127~~ gallons per capita per day

62       City of Sunrise: ~~65-102~~ gallons per capita per day

63  
64  
65       **Section 4: CIE Amendment Adopted.** That the Capital Improvements Element  
66 of the Town of Southwest Ranches Comprehensive Plan is hereby amended as follows to  
67 update references to the adopted Water Supply Facilities Work Plan for third party utilities  
68 that provide limited service within the Town:

69  
70 III.I Capital Improvements Element (CIE)

71  
72       \* \* \* \* \*

73  
74       **CIE Policy 1.1-g:** The five year schedule of capital improvements shall reflect the most  
75 current City of Sunrise 10-Year Water Supply Facilities Work Plan (~~Amendment No. 15-1~~  
76 ~~adopted on July 14, 2020-January 20, 2015~~), and the capital projects described therein  
77 for the purposes of ensuring that adequate water supply will be provided for the limited  
78 number of properties that are or will be served by City of Sunrise.

79  
80       **CIE Policy 1.1-h:** The Town hereby adopts by reference the most current Cooper City  
81 10-year Water Supply Facilities Work Plan (~~Amendment No. 15-1 adopted on MM/DD,~~  
82 ~~202X-December 30, 2014~~) as incorporated and adopted in the Infrastructure Element of  
83 its Comprehensive Plan and the capital improvement projects contained therein.

84  
Ordinance No. 2021-\_\_\_\_

Underlined words are additions and ~~stricken~~ words are deletions.

**Section 5: Transmittal.** That the Town Administrator or designee is hereby authorized to transmit the amendment and work plan to the applicable reviewing agencies under Section 163.3184(1)(c), F.S.

**Section 6: Plan Update.** That the Town Administrator or designee shall, immediately following the effective date of this Ordinance, cause the Town of Southwest Ranches Comprehensive Plan to be updated to reflect this amendment.

**Section 7: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 8: Severability.** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**Section 9: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the transmitted plan amendment package is complete, and shall be considered as part of the amendment to the Town of Southwest Ranches Comprehensive Plan, unless timely challenged pursuant to Sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_, 2020 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_ day of \_\_\_\_, 2020, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**[Signatures On Next Page]**

Ordinance No. 2021-\_\_\_\_  
Underlined words are additions and ~~stricken~~ words are deletions.

124 McKay \_\_\_\_\_ Ayes \_\_\_\_\_  
125 Schroeder \_\_\_\_\_ Nays \_\_\_\_\_  
126 Amundson \_\_\_\_\_  
127 Hartmann \_\_\_\_\_ Absent \_\_\_\_\_  
128 Jablonski \_\_\_\_\_ Abstaining \_\_\_\_\_  
129  
130  
131  
132  
133

\_\_\_\_\_  
Doug McKay, Mayor

134  
135 ATTEST:  
136  
137  
138  
139

\_\_\_\_\_  
140 Russell Muñiz, Assistant Town Administrator/Town Clerk  
141  
142  
143  
144

145 Approved as to Form and Correctness:  
146  
147  
148  
149

\_\_\_\_\_  
150 Keith Poliakoff, J.D., Town Attorney  
151 37601259.1  
152  
153

Ordinance No. 2021-\_\_\_\_

Underlined words are additions and ~~stricken~~ words are deletions.



# **TOWN OF SOUTHWEST RANCHES, FLORIDA**

## **TEN-YEAR WATER SUPPLY FACILITIES WORK PLAN**

**Prepared For:**  
**Florida Department of Economic Opportunity**  
**&**  
**South Florida Water Management District**

**Prepared By:**  
**The Mellgren Planning Group**

**2020**

## Table of Contents

<b>WATER SUPPLY FACILITIES.....</b>	
<b>WORK PLAN.....</b>	
1.0 INTRODUCTION.....	1
1.1 STATUTORY HISTORY .....	1
1.2 STATUTORY REQUIREMENTS.....	2
2.0 BACKGROUND INFORMATION.....	4
2.1 OVERVIEW .....	4
2.2 REGIONAL ISSUES.....	5
3.0 DATA AND ANALYSIS.....	8
3.1 POPULATION ANALYSIS .....	8
3.2 MAPS OF CURRENT AND FUTURE AREAS SERVED .....	9
3.3 POTABLE WATER LEVEL OF SERVICE STANDARD .....	11
3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY.....	12
3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES.....	14
3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY .....	15
3.7 CONSERVATION.....	17
3.7.1 COUNTYWIDE ISSUES.....	17
3.7.2 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES .....	17
3.7.3 LOCAL FINANCIAL RESPONSIBILITIES DETAILED IN THE CIE .....	19
3.8 REUSE.....	19
3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES .....	19
4.0 CAPITAL IMPROVEMENTS .....	21
5.0 GOALS, OBJECTIVES AND POLICIES.....	23

## **1.0 INTRODUCTION**

The purpose of the Town of Southwest Ranches Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the Town's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare, adopt or update Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District ("District" or "SFWMD") approves a regional water supply plan or its update. The Lower East Coast Water Supply Plan Update was approved by the District's Governing Board in November 2018. Therefore, the deadline for local governments within the Lower East Coast ("LEC") Region to amend their comprehensive plans to update the Work Plan is May 2020.

Residents of the Town of Southwest Ranches obtain their water from domestic self-supply and recreational/landscape self-supply systems (i.e., individually owned, private well systems). The Town does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities, located within the Town. Each resident in the Town served by a centralized water system is a retail customer of the entity that owns and operates the system. At the eastern edge of the Town, Cooper City provides centralized potable water service to a limited number of properties and will not extend its system to serve any additional properties. In the middle of the Town, the City of Sunrise provides potable water service to some properties.

This Work Plan ensures consistency with state guidelines and ensures adequate water supply for existing and new development by supporting various SFWMD, Broward County and local initiatives in the Town's Comprehensive Plan, identified and referenced in Section 3.0 Data and Analysis, and Section 5.0 Goals, Objectives and Policies.

The Work Plan is divided into five sections:

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Work Plan Projects/Capital Improvement Element/Schedule

Section 5 – Goals, Objectives, and Policies

### **1.1 STATUTORY HISTORY**

In 2002, 2004, 2005, 2011, 2012, 2015, and 2016 the Florida Legislature enacted bills to address the State of Florida's water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes ("F.S.") by strengthening the statutory links between the regional

water supply plans prepared by the regional water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

## 1.2 STATUTORY REQUIREMENTS

The Town of Southwest Ranches has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the Lower East Coast Regional Water Supply Plan [163.3177(4) (a), F.S.]. *The Town's Comprehensive Plan ensures a meaningful process for collaborative planning and intergovernmental coordination, on a continuing and ongoing basis on water supply issues between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review. *The Town does not own or operate any potable water distribution or supply facilities and is entirely dependent on domestic self-supply. The Town's Future Land Use Element of the Comprehensive Plan ensures the adequacy of the Town's self-supply by limiting more than 95% of the Town's land area to single family estates on lots of at least one to two acres in size, conservation land, passive open space, and agriculture consisting of livestock farms, equestrian farms and plant nurseries. There are two potable water distribution systems, owned and operated by adjacent municipalities. Those public facilities owned and operated by Cooper City and the City of Sunrise will be available to meet optional residential demand, if deemed desirable by Town residents.*
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.]. *The adopted comprehensive plan and land development regulations require a determination of adequate potable water supply no later than issuance of a building permit.*
4. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3)(a)4, F.S.]. *The Town does not own or operate any potable water distribution or supply facilities; therefore, the Town does not have any programs or projects in the five-year schedule of capital improvements to support water supply, reuse and conservation projects.*



*The Five-Year Schedule of Capital Improvements for projects and programs implemented by the municipalities providing service to the Town are provided in Section Four of this WSWFP Update.*

5. Revise the Comprehensive Plan to assess projected water needs and sources, considering the Lower East Coast Water Supply Plan, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan should address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.]. *The Town is a Domestic and Small Public Supply (DSS) municipality pursuant to the 2018 LEC Plan Update, utilizing self-supply private wells. Pursuant to the 2018 LEC Plan Update, "...all current and future needs in this use category are expected to be met from private wells using fresh groundwater from the SAS. As such, no water supply development projects have been proposed for this use category."*
6. To the extent necessary to maintain internal consistency after addressing the above requirements, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the Lower East Coast Regional Water Supply Plan [s.163.3177 (6) (h) 1., F.S.]. *The Town's Intergovernmental Coordination Element ensures coordination of the Comprehensive Plan and the Lower East Coast Regional Water Supply Plan as well as ongoing and continuous communication between the Town, the South Florida Water Management District, Broward County and the local governments that provide service to the Town.*
7. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and update as necessary, comprehensive plans to reflect changes in local conditions every seven years. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.]. *The Town of Southwest Ranches continually evaluates and appraises issues on an ongoing basis through the Comprehensive Plan Advisory Committee, ensuring the Town's rural lifestyle and preventing future encroachment of development.*

## 2.0 BACKGROUND INFORMATION

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community incorporated to prevent development encroachment and preserve a rural lifestyle. Development within Southwest Ranches consists of single-family detached residences on large lots (predominantly two acres and larger), one shopping center and several community facility land uses (mostly places of worship). The Town encompasses a land area of approximately 13 square miles and has a population of 7,616 (2014).<sup>1</sup> Only two small portions of the Town are currently served by a centralized potable water system. The Town generally opposes any further expansion of these utilities, as a matter of policy. The Town's population is projected to increase by approximately 15.5 percent between 2015 and 2040, from 7,616 to approximately 8,797. All of this growth will be accommodated by the remaining vacant land designated for single family estates. There are no areas of the Town designated for attached housing of any kind, or single-family detached housing on lots smaller than one full acre. Additionally, the few isolated areas of the Town designated for nonresidential and nonagricultural use, include the former 30-acre prison site, Master's Academy and West Broward Church, which will require water service expansion.

<b>Table 2-1:</b>						
<b>TOWN OF SOUTHWEST RANCHES CURRENT AND PROJECTED POPULATION</b>						
YEAR	2016	2020	2025	2030	2035	2040
POPULATION	<b>7,571</b>	<b>7,733</b>	<b>7,972</b>	<b>8,067</b>	<b>8,135</b>	<b>8,187</b>

Source: Florida Housing Data Clearinghouse /Shimberg Center base data, modified (increased) to reflect additional residential development acreage.

### 2.1 OVERVIEW

"The Vision of the Town of Southwest Ranches is to enhance and preserve the unique rural character of its community. The Town shall promote, maintain and protect its agricultural, residential and equestrian lifestyles, sensitive to the natural environment."

On May 22, 2000, the Governor of Florida approved HB 177 and officially incorporated approximately Thirteen (13) square miles of unincorporated rural areas into the Town of Southwest Ranches. The primary reason the Town's residents voted for incorporation is clearly stated in the Town's Charter, Section 1.01 of Article 1 which reads:

"In order to preserve, protect and enhance the quality of life and residential character of the Southwest Ranches (The Town) is hereby created pursuant to the Constitution of the State of Florida."

---

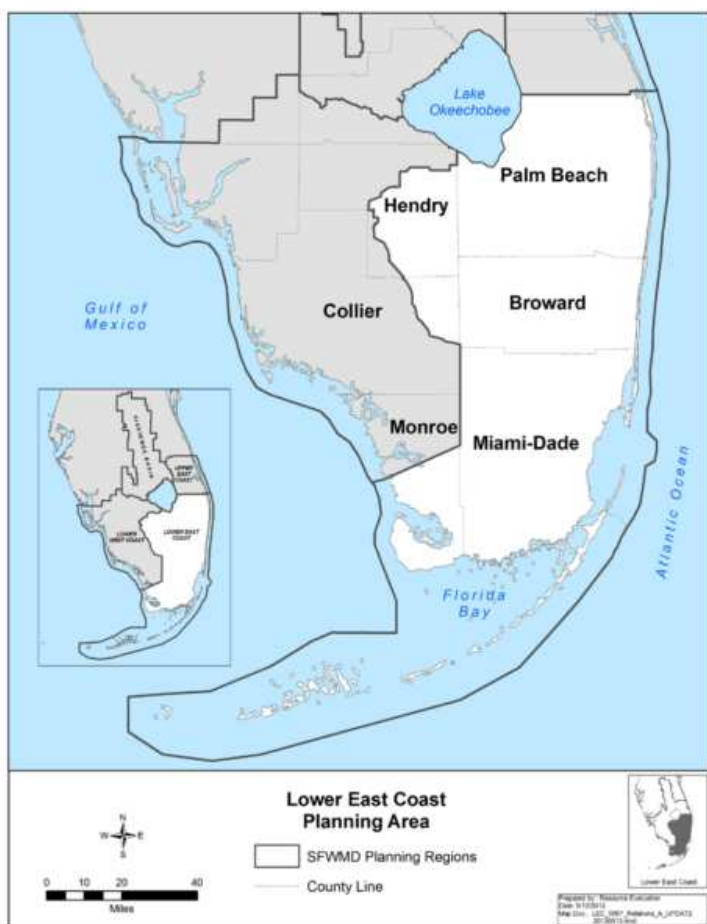
<sup>1</sup> Broward County Planning Services Division, 2014

## 2.2 REGIONAL ISSUES

A number of factors distinguish the South Florida Water Management District's Lower East Coast (LEC) Planning Area from other regions of the state, including population, spatial extent of natural systems, availability of fresh water, and an extensive network of canals and related water works. The LEC Planning Area boundary encompasses three of the state's five most populous counties. Extensive natural systems such as Lake Okeechobee, the Everglades, Florida and Biscayne bays, are found in the LEC Planning Area. It includes two national parks and four national wildlife refuges. The area typically receives abundant fresh water seasonally, with volumes exceeding human and natural system needs. Water availability also varies annually, including periodic drought.

**FIGURE 2-1**

### **LOWER EAST COAST PLANNING AREA**



The regional water management system, the Central and Southern Florida Project for Flood Control and Other Purposes (C&SF Project), is largely located in the LEC Planning Area. The C&SF Project plays a critical role in capturing wet season storm water and moving water between natural systems as well as delivering water to agricultural areas and the urbanized coastal communities. The Town of Southwest Ranches is located in the LEC Planning Area.

According to the SFWMD, the LEC plan's twenty-year population and Public Water Supply (PWS) demand forecast projections indicate the planning area's population will increase by 18 percent, from approximately 5.6 million residents in 2010 to slightly more than 6.6 million by 2030. The Lower East Coast (LEC)

Planning Area covers 6,100 square miles, including Palm Beach, Broward, and Miami-Dade counties, most of Monroe County, and eastern Hendry and Collier counties.

Total water demand is projected to increase by 12 percent to 1,933 million gallons per day (MGD) by 2030. Public Water Supply remains the LEC Planning Area's single largest water use category in 2030, representing 52 percent of the planning area's total water demand. It is followed by agriculture at 34 percent. The remaining four categories, domestic (residential) self-supply recreation and landscaping, industrial, and power generation, account for the remaining 14 percent.

All or most of this demand will be supplied from alternate water sources. Alternate water sources include brackish water from the Floridan Aquifer, reclaimed water, excess storm water during the rainy season, or saltwater from the ocean. Traditional water sources include fresh groundwater from the Surficial Aquifer System (SAS) and the Biscayne Aquifer, and surface water, primarily from the Everglades and Lake Okeechobee.

The LEC planning area traditionally has relied on fresh groundwater from the surficial aquifer system and surface water from Lake Okeechobee as primary water sources for urban, agricultural, and industrial uses. The Everglades provides groundwater and surface water recharge to the urban coastal communities, contributing to the water supply throughout most of this region. In 2010, fresh groundwater accounted for 94 percent of potable water produced by PWS utilities. The surficial aquifer system, including the Biscayne aquifer, provides more than 1 billion gallons a day for utilities, as well as agricultural production, landscape irrigation, and other uses. The SFWMD has placed limitations on allocations from freshwater sources to protect the region's natural resources. As a result, use of alternative water sources has expanded.

Regional issues identified in the 2018 Lower East Coast Regional Water Supply Plan Update are as follows:

1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.
2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
3. Construction of additional storage systems (e.g., reservoirs, aquifer storage and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.
4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.
5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

In addition, Broward County transmitted its amended Water Supply Facilities Work Plan to the Florida Department of Opportunity on November 13, 2019. This latest Work Plan sites the following regional issues will impact Broward County:

1. Climate Impacts and Future Water Supply Conditions: Climate impacts and future water supply conditions need to be integrated into water resources resilience planning efforts;
2. Water Use Limitation: Limitation of fresh surface water and groundwater use by the SFWMD's Regional Water Availability Rule and Everglades and Lake Okeechobee Minimum Flow and Levels (MFL);
3. Alternative Water Supply: The need to develop diverse water sources to meet current and future water needs, including C-51 Reservoir, Floridan Aquifer, and reuse as mandated by the Ocean Outfall law; and,
4. CERP Implementation: Construction of additional storage systems (e.g. CERP's reservoirs, aquifer storage, and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

Also, the 2019 NSID Water Supply Facilities Work Plan (currently under review), indicates their withdrawal limits from the Biscayne Aquifer has led the entity to focus on implementing capital projects that involve alternative water sources to meet future potable water demands within its boundaries and anticipated future annexations. Some of the NSID capital projects involve reuse, implementation of two Floridan wells, and upgrades to its Reverse Osmosis Water Treatment Plant.

The Town of Southwest Ranches is cognizant of the regional water supply issues and their potential impact to the Town. It should be noted, however, that the Town's water supply is self-supplied, which means these issues are not expected to have any significant impacts to the Town or its residents.

### 3.0 DATA AND ANALYSIS

The intent of the data and analysis section of the Work Plan is to describe information the Town of Southwest Ranches needs to provide to state planning and regulatory agencies as part of their proposed comprehensive plan amendments, particularly those changing the Future Land Use Map (FLUM) to increase density and intensity.

#### 3.1 POPULATION ANALYSIS

The Town of Southwest Ranches is located in southwest Broward County, Florida. It is a semi-rural agricultural and equestrian community. The area is primarily residential, with most lots consisting of 1 acre or more. There are some small farms and equestrian ranches. The Town has laws that keep homes from being built on lots of less than 1 acre, and for about one-third of the Town, 2 acres, and prevents streetlights and sidewalks from being constructed. To support its rural-equestrian lifestyle, the Town has developed miles of multi-use trails. People are often seen riding horses or bicycles or walking the trails that spread throughout the Town. Since incorporation, the town has also acquired seven open-space parks.

Residents of the Town of Southwest Ranches obtain their water from private well systems for domestic self-supply in nearly all developed areas of the Town. New development in the Town is encouraged to develop and rely upon domestic water supply systems as opposed to seeking further expansion of centralized water service, which is discouraged by the Town's Comprehensive Plan. This decision, however, will be ultimately driven by customer/residents' discretion, as centralized potable water is not required due to the very-low residential density and agricultural character and Future Land Use Map restrictions. Further expansion, if any, can be anticipated in the Sunrise water service area as Cooper City has adopted an ordinance prohibiting further expansion of its utility outside of its city service area.

<b>TABLE 3-1:</b>		
<b>LECWSP POPULATION PROJECTIONS FOR COOPER CITY UTILITY SERVICE AREA</b>		
2020	2030	2040
28,543	33,335	33,585

Source: Lower East Coast Water Supply Plan Update, 2018.

<b>TABLE 3-2:</b>		
<b>COOPER CITY UTILITY SERVICE AREA POPULATION PROJECTIONS</b>		
2020	2025	2030
31,401	32,419	33,131

Source: Cooper City Water Supply Plan Update, 2020 (draft).

<b>TABLE 3-3:</b>		
<b>LEC WSP POPULATION PROJECTION FOR SUNRISE UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES*</b>		
2020	2030	2040
231,288	244,619	251,584

Source: Lower East Coast Water Supply Plan Update, 2018.

Population estimates included in the 2018 LECWSP used 2017 BEBR data while the population projections presented in the City of Sunrise 2019 work plan are based on the published Broward County Population Forecasting Model 2017 which used 2016 BEBR data. The variation is in the range of 0% to 8% in 2040. This variation is a result of many new developments planned within the City service area.

<b>TABLE 3-4:</b>					
<b>CITY OF SUNRISE SERVICE AREA POPULATION PROJECTIONS, INCLUDING THE TOWN OF SOUTHWEST RANCHES</b>					
<b>YEAR</b>	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2040</b>	<b>SERVICE AREA</b>
Weston	66,700	68,400	69,700	69,600	Existing
Davie	62,100	63,300	65,000	68,000	Existing
Sunrise	100,000	103,800	107,400	126,000	Existing
SW Ranches	2,400	2,400	2,500	2,500	Existing
SW Ranches	-	-	-	7,100	Future *
<b>Total</b>	<b>231,300</b>	<b>238,000</b>	<b>244,600</b>	<b>273,100</b>	

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

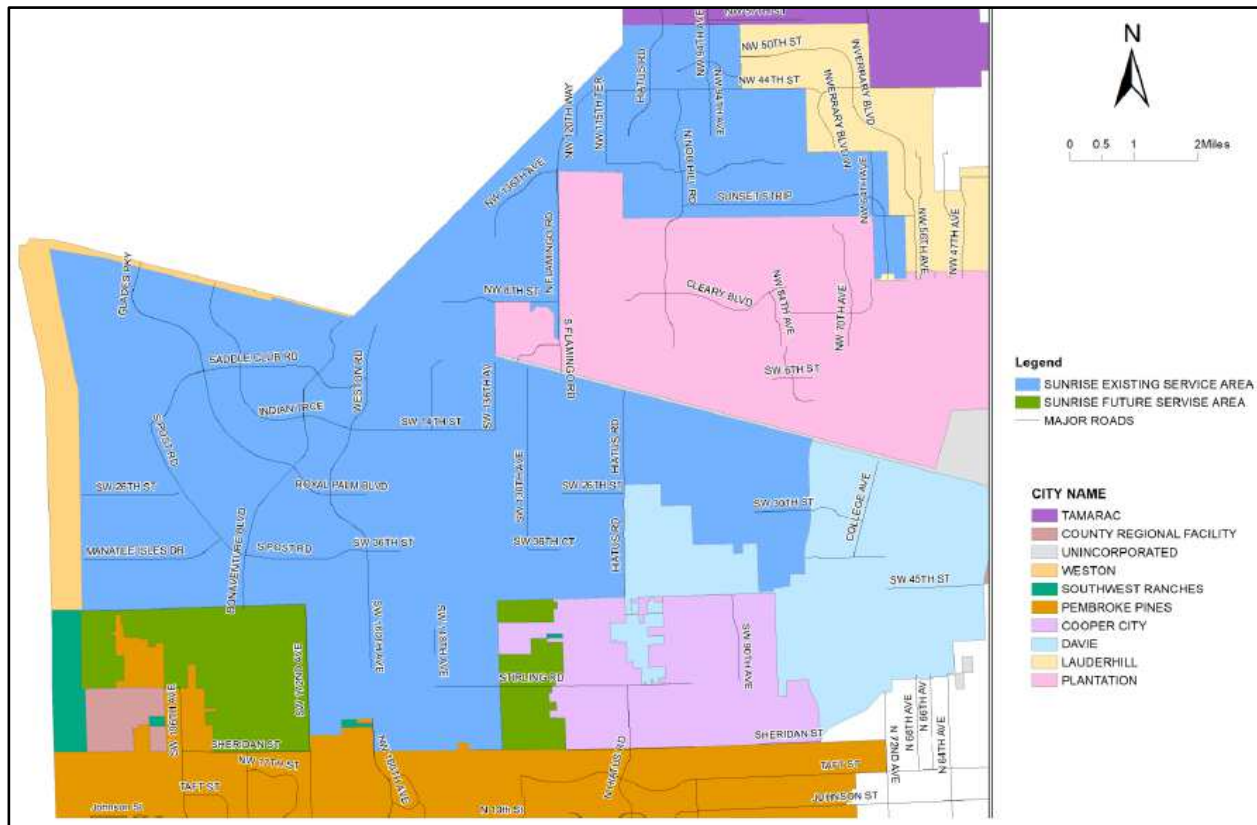
### 3.2 MAPS OF CURRENT AND FUTURE AREAS SERVED

City of Sunrise Utility Service Area:

Figure 3-1 below depicts the existing service area for the City of Sunrise Water Utilities. In the middle portion of the Town, the City of Sunrise provides very limited centralized water service. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system).

**FIGURE 3-1**

**CITY OF SUNRISE EXISTING AND FUTURE UTILITY SERVICE AREA**



Source: City of Sunrise WSWFP Update, 2019 (draft).

**Cooper City Utility Service Area:**

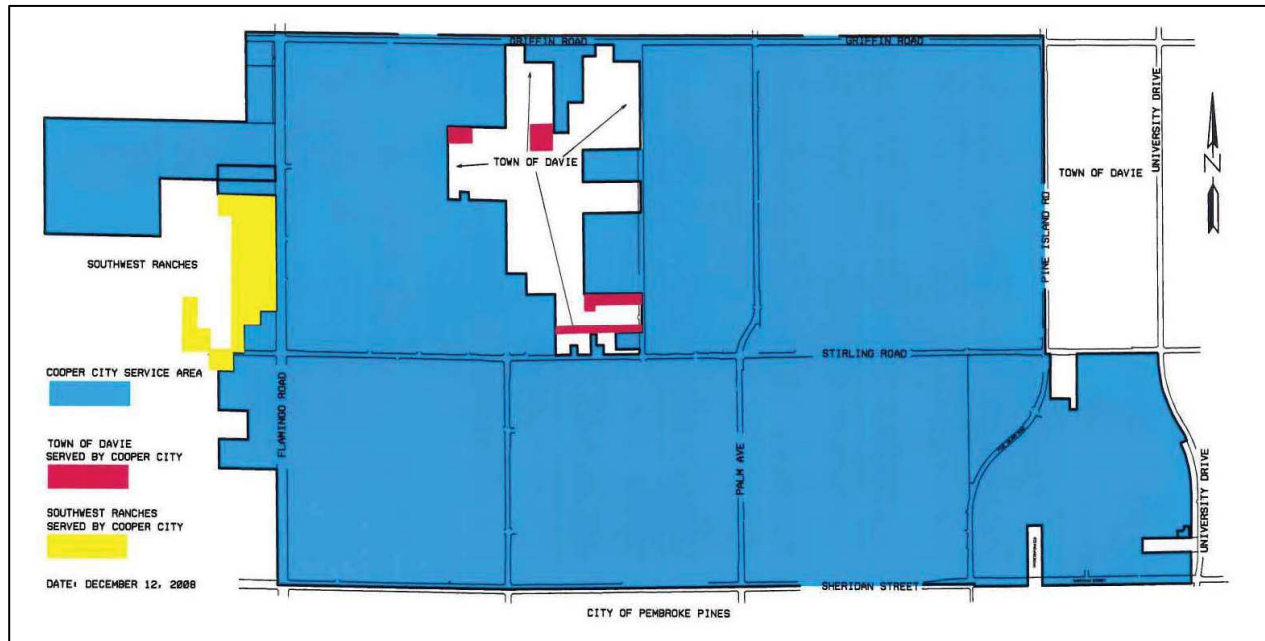
The Cooper City utility service areas map is provided below (Figure 3-2). It is estimated that fifty (50) residents and a few non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Along with customers in the Town of Davie, this represents less than one percent of the total number of users.

Also of note, Cooper City adopted a policy to prohibit facility expansions outside of its municipal boundaries, unless the requesting property lies within the utility service area and is approved by the City Commission (Sec. 19-142, Cooper City Code of Ordinances).



**FIGURE 3-2**

**COOPER CITY CURRENT AND FUTURE UTILITY SERVICE AREA**



Source: Cooper City Utilities Department, 2019.

### 3.3 POTABLE WATER LEVEL OF SERVICE STANDARD

Although the Town of Southwest Ranches does not own or operate its own potable water facilities, as a local government in Florida, it is required to meet all statutory requirements pertaining to the creation of a water supply facilities work plan. As such, included here is an inventory and analysis of the centralized potable water systems located within the Town.

At this time, the water supply for both Sunrise and Cooper City is entirely supported by a “traditional” source of drinking water, that is, the Biscayne Aquifer. The Biscayne Aquifer is one of the most productive aquifers in the world and is the primary source of freshwater for residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. Hydrological modeling indicates that the Biscayne Aquifer gets two-thirds of its water from rainfall infiltration and the remaining third from lateral seepage of the Florida Everglades.

The Town shall maintain the Water Supply Facilities Work Plan for at least a 10-year planning period addressing the water supply facilities necessary to serve existing and future development within the Town.

### *Level of Service Standards*

#### City of Sunrise:

The City of Sunrise Water Supply Plan Update, 2019 (draft) indicates the Level of Service is 127 gallons per day per capita (gpd) for all uses.

Existing distribution system capacity is adequate to serve future demands for the planning period (through 2030).

#### Cooper City:

Cooper City's Level of Service is 96 gallons per day per capita (gpd) for residential uses; resulting in 5% water savings from water conservation practices adopted by the City.

The non-residential level of service standards are 0.08 gallons per day per square foot for office buildings and 0.15 gallons per day per square foot for commercial businesses.

Based on the 2018 LECWSP Update, Cooper City's 2030 potable water demand is projected at 3.45 mgd for net/finished water and 4.13 mgd for gross/raw water demand). The water treatment plant production capacity is 7 mgd and is adequate to serve anticipated 2030 needs. Existing distribution system capacity is adequate to serve 2030 demands.

## **3.4 POPULATION AND POTABLE WATER DEMAND PROJECTIONS FOR CITY OF SUNRISE & COOPER CITY**

### *Consumptive Use Permitting*

The SFWMD regulates the volume of water that can be withdrawn from surface and groundwater through the use of a Consumptive Use Permit (CUP) pursuant to Part II of Chapter 373 of the Florida Statutes. In addition to a system-wide maximum day allocation, the CUP also identifies a maximum day withdrawal for each wellfield.

Land owners seeking to develop land, must apply for withdrawals through the SFWMD. The issuance of Consumptive Use Permits, which allows for groundwater withdrawals, applicants must meet the criteria of a "three-prong test." The test requires reasonable and beneficial use of the resource; consistency with public interest, including compliance with minimum flows and levels (MLFs) established for surface water and groundwater sources; and, demonstration of no adverse impact to existing legal users (Chapter 373, F.S.).

Cooper City's 20-year Water Use Permit Number 06-00365-W was issued by SFWMD in April 2010. The permit allows the City to withdraw an annual allocation of 1,661 million gallons (MG) (equivalent to 4.55 million gallons per day) from the Biscayne Aquifer until 2030, with a monthly maximum allocation of 171.5 MG.

The last CUP (Permit No 06-00120-W) issued by the SFWMD to the City of Sunrise was in May 2008. The Permit included the Springtree, Sawgrass (Arena), Southwest, and Flamingo Park wellfields and allows a combined average withdrawal of 29.09 mgd from the four wellfields and a maximum month withdrawal allocation of 999.30 Million Gallons per Month (MGM). The City of Sunrise is closely working with the SFWMD on alternative water supply projects in conjunction with the renewal of the permit.

In order to assess whether there will be sufficient potable water to serve the residents on the Town of Southwest Ranches who are, or will be connected to a centralized water service, the current and projected potable water needs of the Town must be analyzed with the needs of all water users in the City of Sunrise; and, again with the needs of all water users in Cooper City. This is because Sunrise and Cooper City each serve other areas in addition to the Town of Southwest Ranches.

The population estimates and projections and the potable water demand projections are presented below for both the City of Sunrise and Cooper City. The projections are through the year 2030. Population estimates included in the LEC Water Supply Plan used the Broward County TAZ 2016 data while the population projections presented in Sunrise and Cooper City Water Supply Plans were based on the published Broward County Population Forecasting Model 2016.

#### *Per Capita Usage*

Cooper City Utility Service Area:

Based on the findings from Cooper City, the total water metered to customers, and the estimated historical population of the treated water, the per capita usage computed for the past five years was 96 gallons per capita per day (gpcd). This per capita usage rate is a 1% variation of the SFWMD data, which shows a treated water per capita rate of 95 gpcd for the Cooper City Utility Service Area.

<b>TABLE 3-5:</b>			
<b>ANNUAL AVERAGE DAY DEMAND PROJECTIONS FOR COOPER CITY UTILITY WATER SERVICE AREA INCLUDING THE TOWN OF SOUTHWEST RANCHES</b>			
	<b>2020</b>	<b>2025</b>	<b>2030</b>
Population Projections	33,180	33,395	33,541
Gallons per Capita per Day	95	95	95
Finished/Net Water Demand (MGD)	3.27	3.37	3.45
Raw/Gross Water Demand (MGD)	3.92	4.05	4.13

Source: Cooper City Water WSFWP Update, 2020; Table 8-10; Table 8-11A and Table 8-11B (draft).

#### City of Sunrise Utility Service Area:

Based on the total water metered to customers, and the estimated historic population the treated water leaving the plants, the per capita usage computed for the past five years (2014-2018) was 102 gallons per capita per day (gpcd) of treated water. This is comparable to the per capita usage rate of 93 gpcd at customer connection shown in the Consumptive Use Permit (CUP) application for C-51 Reservoir Project. The per capita usage rate of 102 gpcd treated at the plant is within 3.5% of the SFWMD LECWSP data, which shows a treated water per capita rate of 98 gpcd for the City of Sunrise Utility Water Service Area. The City's updated Comprehensive Plan will show the level of service at 102 gpcd treated water at the plant.

<b>TABLE 3-6:</b>				
<b>CITY OF SUNRISE UTILITY SERVICE AREA COMPARISON OF FACILITY CAPACITY AND ANTICIPATED FUTURE PERMITTED AMOUNT</b>				
	<b>2020</b>	<b>2025</b>	<b>2030</b>	<b>2040</b>
Population Served	231,300	238,000	244,600	273,100
Average Daily Demand (Finished) (MGD)	23.6	24.3	24.9	27.9
Demand per Capita Finished (GPCD)	102	102	102	102
Available Facility Capacity (MGD)	51.5	51.5	51.5	51.5
Facility Capacity Surplus (Deficit)	27.9	27.2	26.6	23.6
Anticipated Permitted Amount (MGD Annual Avg.)	31.09	31.09	31.09	31.09
Anticipated Permitted Surplus MGD (Deficit)	4.47	3.82	3.11	0.20

Source: City of Sunrise Water Supply Plan Update, 2019 (draft).

### 3.5 WATER SUPPLY PROVIDED BY THE TOWN OF SOUTHWEST RANCHES

No water is supplied by the Town of Southwest Ranches, and the Town generally opposes any further expansion of these potable water utilities as a matter of policy. Amongst the Domestic Self-Supply (DSS) and Recreational/Landscape (REC) Self-Supply, no new projects have been proposed in the 2018 LEC Plan Update, and future needs can be met under existing permit allocations; by use of existing and alternative sources, and conservation. However, future increases in withdrawals from Lake Okeechobee; the L-1, L-2, and L-3 canal system; the Everglades; and, North Palm Beach/Loxahatchee Watershed water bodies must comply with the restricted allocation area criteria.

#### *Domestic Self-Supply*

The Domestic Self-Supply is a water supply category the Town of Southwest Ranches falls under. Domestic Self-Supply (DSS) includes potable water from a private domestic well serving a private residence, and utilities that produce less than 0.1 MGD on an annual basis. DSS finished (net) demands in the LEC Planning Area are only projected to increase by less than 1 MGD from 17 MGD in 2010 to 18 MGD in 2030 (gross [raw] demands are projected to increase by less than 1 MGD from 18 MGD in 2010 to 19 MGD in 2030). DSS needs are met almost exclusively with fresh

groundwater from the Surficial Aquifer System (SAS), and will continue to do so in the future. As such, no water supply development projects are proposed for this use class.

#### *Recreational/Landscape Self-Supply*

The Recreational/Landscape Self-Supply is a water supply category the Town of Southwest Ranches falls under. Recreational/Landscape (REC) Self-Supply includes the use of water for irrigation of common areas, golf courses, parks, cemeteries, schools, commercial developments, and other self-supplied irrigation uses with demand of 0.1 MGD or greater. REC Self-Supply gross demand is projected to increase by 3 percent (149 MGD in 2010 compared to 153 MGD in 2030). Historically, irrigation supplies for this category include local fresh groundwater and surface water captured from canals or stormwater management systems. In recent years, irrigation for new golf courses often includes reclaimed water and on-site blending of brackish groundwater with surface water. Four golf courses use brackish groundwater treated by RO.

The small demand increase for REC Self-Supply should be met, for the most part, by currently proposed reclaimed water projects, or by surface water bodies locally derived groundwater as is the case in, which may be included in existing water use permits if applicable. Projects submitted by utilities and wastewater treatment facilities indicate that use of reclaimed water will increase significantly in the future. Expansion of water reuse systems for REC Self-Supply may reduce withdrawal demands on the water resources. Where reclaimed water is not available, users may qualify for limited freshwater withdrawals on an application-by-application basis. Implementation of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (Rule 40E-24.201, F.A.C.), water conservation methods using more efficient irrigation systems, and Florida-Friendly Landscaping offer potential cost savings and may reduce future demand. However, no specific projects for REC Self-Supply were provided or identified in this plan update.

### **3.6 WATER SUPPLY PROVIDED BY THE CITY OF SUNRISE AND COOPER CITY**

The Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities. There are two potable water distribution systems, owned and operated by adjacent municipalities that are located within the Town: Cooper City and the City of Sunrise. Town staff met with City of Sunrise staff and consultants to coordinate preparation of both municipal Water Supply Facilities Work Plan updates. The Town did not coordinate with Cooper City, because no future expansion of service in Southwest Ranches will be permitted by Cooper City. Each resident in the Town served by a centralized water system is a retail customer of the entity which owns and operates that system. At the extreme eastern edge of the Town, the limited centralized water service provider is Cooper City. In the middle portions of the Town, the limited centralized water service is provided by the City of Sunrise. All other areas of the Town have domestic water self-supply (i.e., individually owned private well system) and the percentage of residents can increase as needed. Future expansion of centralized water service in the Town is discouraged, however, the decision ultimately rests with the customers/residents in the service areas and the entity

supplying the water. No deficiencies in potable water supply currently exists or is projected to occur in the Town of Southwest Ranches through the year 2030.

#### *City of Sunrise's Retail Water Service Area*

The City of Sunrise is located in western Broward County, north of the Town's limits. Its utility provides centralized potable water service to the cities of Sunrise, Weston, a portion of the Town of Davie, unincorporated Broward County and to the Town of Southwest Ranches, if requested. In total, the City of Sunrise's utility service area is made up of 215,000 retail water customers. In the Town of Southwest Ranches, the City of Sunrise currently serves a minimal amount of land area. This land area may increase in the future; a decision that will be driven by the discretion of customers/residents. Currently, the City is responsible for planning, financing, constructing, operating and maintaining the utilities and public water supply systems that serve the limited area. Potable water from the City of Sunrise is not needed to accommodate future growth in the Town of Southwest Ranches.

The City of Sunrise's water supply is from the Surficial Aquifer System (SAS) and Floridian Aquifer System (FAS) and operates four wellfields and three water treatment plants primarily utilizing lime softening and membrane processes. In 2013, the city added a 1.5-MGD reverse osmosis treatment system at its Springtree Plant. The city previously planned to develop 9 MGD of reverse osmosis treatment capacity and acquired a FAS allocation of 10.98 MGD to accommodate expected demand. Slower growth and successful conservation efforts should allow the city to postpone development of additional capacity from the FAS beyond 2040. The city is upgrading the treatment system at its Southwest Waste Water Treatment Plant to provide 1 MGD of reclaimed water capacity and is in the design phase to develop reuse facilities at its Sawgrass Waste Water Treatment Plant. The City is a contributing member of the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

#### *Cooper City's Retail Water Service Area*

Cooper City is located in southwestern Broward County, east of the Town's limits. Its utility provides centralized potable water service to Cooper City, Town of Davie, and a small portion of the Town of Southwest Ranches. In total, Cooper City's utility service area is made up of 29,987 retail water customers. It is estimated that fifty (50) residents and several non-residential properties in the Town of Southwest Ranches are serviced by Cooper City Utilities. Potable water from Cooper City is not needed to accommodate future growth in Southwest Ranches, as the city does not allow extension of its services beyond its current utility service area.

The water supply for the City of Cooper City is obtained from the Surficial Aquifer System and treated via membrane softening. The city is projected to have minimal growth beyond 2025. This utility is a contributing member to the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide.

### 3.7 CONSERVATION

As detailed in the Conservation Element of the Town's Comprehensive Plan, the Town prioritizes critical regional ecological systems through protection and enhancements that are integral components of South Florida's and the Town's natural environment. As a matter of policy, the Town is working to increase energy efficiency of government operations and promotes improved energy standards for residents and businesses located within the Town.

#### 3.7.1 COUNTYWIDE ISSUES

The Town shall continue to implement county-wide conservation measures. Of note are:

- *Conservation Pays Program.* Since 2011, this program provides rebates and incentives for water conservation measures.
- *NatureScape Irrigation Services.* Since 2005, this program has implemented Best Management Practices (BMPs) with large water users to promote "right plant in the right place" and smart irrigation techniques.
- *NatureScape Program.* The program has been promoting water conservation, water quality protection, and the creation of wildlife habitats through the use of Florida-friendly landscape practices in Broward County since 2003. This program is available to municipalities and residential and commercial customers.

#### 3.7.2 SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES

The Town of Southwest Ranches has implemented a number of water conservation elements including irrigation restrictions on irrigation (permitted water usage), use of Florida-friendly planting principles, requirement of ultra-low volume plumbing in new construction, rain sensor over-rides for new lawn sprinkler systems, and public educational programs. Summary information on each of the current programs and policies is provided below.

##### *Restrictions on Permitted Water Use*

- The Town of Southwest Ranches supports the conservation of potable water by adopting or supporting the water conservation practices and programs of the City of Sunrise, Cooper City, and Broward County, such as rate structures. The Town has enacted its own irrigation ordinance that supports conservation measures by imposing year-round irrigation restrictions.
- The Town of Southwest Ranches' Code of Ordinances includes requirements for restrictions on water use during times an "emergency situation" is declared by SFWMD or when the Town Council determines a reduction in water consumption is necessary to alleviate a local water shortage within the Town's water system.

### *Use of Florida-Friendly Landscape Principles*

- The Town of Southwest Ranches' Land Development Code recommends the use of Florida-friendly landscaping materials and the minimum percent of required pervious area that must follow the principles of Florida Friendly Landscape provisions as set forth in the South Florida Water Management District's Xeriscape Plant Guide II. The following code sections represent the type of policies adopted by the Town.
  - Sec. 075-060(A): The Town requires Florida Grade One landscaping
  - Sec. 075-060(B): The Town requires that 50 percent of landscaping consist of native vegetation.
  - Sec. 075-060(D)(5): The Town prohibits the use of invasive trees.
  - Sec. 075-060(I): Landscape designs must use xeriscape principles.
  - Sec. 075-040(C)(1): The Town observes irrigation restrictions described in F.S. 373.62.

### *Requirement of Ultra-Low Volume Plumbing in New Construction*

- The Town of Southwest Ranches has adopted the Florida Building Code (FBC) which contains plumbing flow restriction requirements. The Town's Building, Permitting and Inspection Services administers procedure provisions for new construction to have water conservation control devices installed per the Florida Plumbing Code, as a condition for granting Certificates of Occupancy. The Town also requires approval from either the South Broward Drainage District or the Central Broward Water Control District.

### *Rain Sensor Overrides for New Lawn Sprinkler System*

- The Town of Southwest Ranches has adopted the Florida Building Code, which requires the installation of rain sensors on new irrigation systems. Additionally, the Town abides by all of the County's landscape Code requirements regarding rain sensors on automatic lawn sprinkler systems. The Town also adopted a Landscape Ordinance that encourages natural vegetation, minimal water and fertilization.

### *Coordination with Other Entities*

The Town will continue to coordinate future water conservation efforts with Cooper City Utilities, the City of Sunrise Utilities, Broward County and the SFWMD to ensure that conservation techniques are implemented. The Town will continue to actively support and adhere to SFWMD and Broward County policies in the implementation of regulations or programs that are designed to conserve water. In addition, the Town will continue to implement land development regulations and the goals, objectives, and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. Cooperation with utility suppliers for the Town is reflected in noted policies below.

- The Town supports SFWMD, Broward County, The City of Sunrise Utilities, and Cooper City Utilities conservation efforts, as described in their respective 10-Year Water Supply Facilities Work Plans (Cons Policy 1.10-a).
- The Town will encourage efficient use and conservation of water resources within the Town, and support county-wide water conservation programs and initiatives including the



Water Matters education and outreach program, the NatureScape Broward and NatureScape Irrigation Service (Cons Policy 1.1-c).

- The Town shall adopt water conservation measures, such as those of the South Florida Water Management District's rule chapter 40E-21, to utilize during periods of drought (Cons Policy 1.4-b).

#### *Public Information Program*

- This program provides water conservation and open/green space information to the Town of Southwest Ranches' residents and customers. The Town provides education information at the Sunshine Ranches Equestrian Park; Trailside Park; Southwest Meadows Sanctuary; Calusa Corners; Rolling Oaks Passive Park; Country Estates Fishing Hole Park; and, the Frontier Trails.
- The Town of Southwest Ranches will coordinate future water conservation efforts with the City of Sunrise and Cooper City, as utility providers for portions of the Town; Broward County; and the SFWMD. In addition, the Town continues to support and expand existing goals, objectives and policies in the comprehensive plan that promotes water conservation in a cost-effective and environmentally sensitive manner. The Town of Southwest Ranches continues to actively support the SFWMD and its water supplier(s) in the implementation of new regulations or programs designed to conserve water during the dry season.

### **3.7.3 LOCAL FINANCIAL RESPONSIBILITIES DETAILED IN THE CIE**

The Town does not have any financial responsibility for the implementation of budgeted capital improvements in the Cooper City Utilities or City of Sunrise Utilities Capital Improvement Schedules. The five-year schedule of capital improvements for these providers is provided in Section 4.0.

### **3.8 REUSE**

State law supports reuse efforts. Florida's utilities, local governments, and water management districts have led the nation in the quantity of reclaimed water reused and public acceptance of reuse programs. Section 373.250(1) F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems." The Town supports reclaimed water reuse for any of the potable water distribution and supply facilities that operate within the Town's limits.

#### **3.8.1 TOWN OF SOUTHWEST RANCHES SPECIFIC ACTIONS, PROGRAMS, REGULATIONS, OR OPPORTUNITIES**

The Town of Southwest Ranches supports water reuse initiatives under consideration by both the SFWMD and Broward County and the implementation of new regulations or programs designed to increase the volume of reclaimed water used and generate public acceptance of reclaimed

water. The Town encourages the use of reclaimed water as an integral part of its wastewater management program, where economically, environmentally and technically feasible. This includes sanitary sewer facilities, including septic tanks, to be designed, constructed, maintained and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus minimizing new demands on the Biscayne Aquifer.

## 4.0 CAPITAL IMPROVEMENTS

As the Town of Southwest Ranches does not own or operate any potable water distribution or supply facilities, and most areas of the Town have a domestic self-supply that is individually owned and privately run well systems, the Town does not have any scheduled capital improvement updates. The scheduled capital improvements for Cooper City Utilities and the City of Sunrise Utilities are listed below.

**TABLE 4-2:  
City of Sunrise Water Supply Facilities  
Five-Year Capital Improvement Plan 2019-2024**

Project Name	Funding Source	Expenditure <sup>1</sup> (In Millions of Dollars)					
		2020	2021	2022	2023	2024	Five Year Totals
C-51 Reservoir Project	BP <sup>2</sup>	-	-	-	-	-	-
Sunrise Golf Course Reuse Main Extension	Fund 465	2.257	-	-	-	-	2.257
Reuse Distribution System – SICP, Sawgrass Mills & Artesia (Phase II)	Fund 465	-	-	-	-	-	-
Reuse Distribution System – SICP, and Markham Park (Phase III)	Fund 465	-	-	-	0.2	9.66	9.86
SGF-1 Aquifer Storage and Recovery conversion	Fund 465	-	-	0.095	0.173	0.173	0.441
Springtree Floridan Supply Well	Fund 465	-	-	0.025	0.025	0.025	0.075

Source: City of Sunrise Adopted Five-Year Capital Improvements Program, Fiscal Year 2019/2020.

**TABLE 4-1:**  
**Cooper City Water Supply Facilities**  
**Five-Year Capital Improvement Plan 2019-2024**

Project Name (\$)	2019 Forecast	2020	2021	2022	2023	2024	Total FY 20 - FY 24
<b>FUNDING</b>							
Grants	-	-	-	-	-	-	-
Other CIP Fund Revenue	155,000	27,000	25,000	25,000	25,000	25,000	127,000
CIP Fund Balance	2,135,374	-	-	-	-	-	-
Water/Sewer Fund Transfer In	-	4,623,000	2,255,000	1,825,000	3,125,000	3,615,000	15,443,000
<b>Total Funding</b>	<b>2,290,374</b>	<b>4,650,000</b>	<b>2,280,000</b>	<b>1,850,000</b>	<b>3,150,000</b>	<b>3,640,000</b>	<b>15,570,000</b>
<b>EXPENSE</b>							
<b>Water Treatment &amp; Supply</b>							
Control Software	531,170	-	-	-	-	-	-
Water Treatment Plant Rehabilitation	-	-	600,000	600,000	-	-	1,200,000
Steel Water Storage Tank Replacement	-	1,400,000	-	-	-	-	1,400,000
<b>Total Water Treatment &amp; Supply</b>	<b>531,170</b>	<b>1,400,000</b>	<b>600,000</b>	<b>600,000</b>	<b>-</b>	<b>-</b>	<b>2,600,000</b>
<b>Wastewater Collection &amp; Lift Station</b>							
Gravity Sewer Improvements	300,000	300,000	300,000	400,000	400,000	400,000	1,800,000
Gravity Sewer SW 90 Ave	172,426	-	-	-	-	-	-
Lift Station 48 with FM Replacement	300,000	450,000	-	-	-	-	450,000
Lift Station 18	-	-	-	-	200,000	-	200,000
Lift Station 56	-	-	-	-	-	600,000	600,000
Lift Station 9	-	-	-	200,000	-	-	200,000
Lift Station 46	-	-	200,000	-	-	-	200,000
Lift Station 55	315,139	-	-	200,000	-	-	200,000
Lift Station 5	-	-	-	200,000	-	-	200,000
Lift Station 23	-	-	-	-	100,000	-	100,000
Lift Station 50	-	-	-	-	-	195,000	195,000
Lift Station 51	-	-	-	-	-	195,000	195,000
Lift Station 20	-	-	-	-	200,000	-	200,000
Force Main re-route 90 Ave to Repump 55	-	-	680,000	-	-	-	680,000
<b>Total Wastewater Collection &amp; Lift Stn.</b>	<b>1,087,565</b>	<b>750,000</b>	<b>1,180,000</b>	<b>1,000,000</b>	<b>900,000</b>	<b>1,390,000</b>	<b>5,220,000</b>
<b>Water Distribution</b>							
Replace Scheduled 40 WM's Citywide	-	-	500,000	-	-	-	500,000
<b>Total Water Distribution</b>	<b>-</b>	<b>-</b>	<b>500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>500,000</b>
<b>Wastewater Treatment Plant</b>							
Stabilization Program	-	-	-	250,000	250,000	250,000	750,000
Injection Well Rehab/Capacity Increase*	500,000	2,500,000	-	-	-	-	2,500,000
Headworks*	-	-	-	-	2,000,000	2,000,000	4,000,000
Deep Well Engineering Services	171,639	-	-	-	-	-	-
<b>Total Wastewater Treatment Plant</b>	<b>671,639</b>	<b>2,500,000</b>	<b>-</b>	<b>250,000</b>	<b>2,250,000</b>	<b>2,250,000</b>	<b>7,250,000</b>
<b>Total Water Sewer CIP Projects</b>	<b>2,290,374</b>	<b>4,650,000</b>	<b>2,280,000</b>	<b>1,850,000</b>	<b>3,150,000</b>	<b>3,640,000</b>	<b>15,570,000</b>

Notes - \* Impact Fee Eligible

Source: Cooper City Adopted Budget, Fiscal Year 2019/2020.

## 5.0 GOALS, OBJECTIVES AND POLICIES

To ensure adequate potable water supply facilities for the ten (10) year planning horizon, the Town has incorporated goals, objectives, and policies within the Future Land Use Element (Objective 1.21), Conservation Element (Objective 1.1, 1.4, 1.5, 1.6, and 1.9), Utilities Element (Objective 1.2 and 1.4), Intergovernmental Coordination Element (Objective 1.2 and 1.4), and Capital Improvements Element (Objective 1.1). The aforementioned goals, objectives, and policies reflect the regulatory provisions below:

- a. Coordination of land uses and future land use changes with the availability of water supplies and water supply facilities;
- b. Consideration of population projections in developing the water supply plan;
- c. Revision of potable water level of service standards for residential and non-residential users;
- d. Protection of water quality in the traditional and new alternative water supply sources;
- e. Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs;
- f. Provision for conserving potable water resources, including the implementation of reuse programs and potable water conservation strategies and techniques;
- g. Provisions for improved or additional coordination between a water supply provider and the recipient local government concerning the sharing and updating of information to meet ongoing water supply needs;
- h. Coordination between local governments and the water supply provider in the implementation of alternative water supply projects, reclaimed water projects, establishment of level of service standards and resource allocations, changes in service areas, and potential for annexation;
- i. Coordination of land uses with available and projected fiscal resources and a financially feasible schedule of capital improvements for water supply and facility projects;
- j. Additional revenue sources to fund water supply and facility projects;
- k. Coordination with the respective regional and local government providers' water supply plans;
- l. Update the Work Plan within 18 months following the approval of a regional water supply plan;
- m. Incorporate the Work Plan, as a support document, into the Town Comprehensive Plan Data, Inventory, and Analysis; and,
- n. Concurrency, requiring provision of adequate water supply facilities at the building permit stage.

This page  
intentionally left blank



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/22/2020  
**SUBJECT:** ORDINANCE ELIMINATING THE MEDIUM (16) RESIDENTIAL LAND USE CATEGORY

---

### **Recommendation**

The proposed Ordinance is transmitted by the Comprehensive Plan Advisory Board with a recommendation that the Town Council approve the proposed Ordinance on first reading and adopt it on second reading.

### **Unanimous Vote of the Town Council Required?**

Yes

### **Strategic Priorities**

A. Sound Governance

### **Background**

The Town Council determined in February of this year that the Medium (16) Residential was incompatible with the Town's rural land uses and land use designations, and acted to change the land use of the only parcel having this designation.

The Comprehensive Plan Advisory Board subsequently recommended repealing the Medium (16) designation and transmitted the proposed Ordinance to the Council. The Ordinance repeals the Medium (16) category and amends a portion of two related Housing Element policies.

**Fiscal Impact/Analysis**

Not Applicable.

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description

Upload Date

Type

Ordinance - Repealing Medium Density LU Category - TA  
Approved

10/14/2020

Ordinance



**ORDINANCE NO. 2021 -XXX**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO REPEAL THE RESIDENTIAL MEDIUM DENSITY LAND USE CATEGORY; AMENDING THE TEXT OF THE HOUSING ELEMENT TO REVISE RELATED POLICIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-3)**

**WHEREAS**, the Future Land Use Element of the adopted comprehensive plan provides a Medium Density Residential 16 du/ac land use category ("Medium 16 Category"); and

**WHEREAS**, the Medium 16 Category is incompatible and not consistent with existing and planned densities within the Town; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 22, 2020 and recommended that the Town Council adopt the proposed amendment; and

**WHEREAS**, the Town Council finds that the amendment furthers the rural lifestyle and character upon which the Town was founded.

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

**Section 1: Ratification.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2: Amendment to FLUE Part II.** Part II of the Future Land Use Element is hereby amended to repeal the Medium Density (16) Residential land use category.

~~15. MEDIUM DENSITY (16) RESIDENTIAL LAND USE CATEGORY~~

~~The primary uses permitted in areas designated for Medium density (16) on the Town's Future Land Use Map are as follows:~~

- ~~A. Multi family housing to serve the needs of the Town's current and future very low income, low income, moderate income and affordable income families.~~
- ~~B. Home occupations and other normally accessory to a dwelling unit.~~
- ~~C. Parks and other outdoor recreational facilities, and recreational, civic, or other cultural buildings ancillary to the primary outdoor recreational use of the site.~~
- ~~D. Community facilities designed to serve the community consistent with the uses included in Section 2, Permitted Uses in Future Land Use Categories, Subsection 11, Utilities Use.~~
- ~~E. Utilities facilities designed to serve the community consistent with the uses included in Section 2, Permitted Uses in Future Land Use Categories, Subsection 11, Utilities Use.~~
- ~~F. Agricultural uses.~~
- ~~G. Neighborhood offices or services, subject to the review and approval requirements of Broward County's Comprehensive Plan Policy 13.01.10 as amended in November, 2002 and the following limitations and provisions:~~
  - ~~1. No more than a total of five (5%) percent of the area designated for residential use on the Town's Future Land Use Map with the Town's Flexibility Zone 117 may be for neighborhood offices and/or services.~~
  - ~~2. The maximum size of contiguous areas used for neighborhood offices and/or services may exceed ten (10) acres.~~
  - ~~3. Regardless of the above constraints, space within residential buildings may be used for offices, as long as no more than 50% of the floor area is used for offices.~~

**Section 3: Amendment to Housing Element.** The Housing Element is hereby amended as follows:

\* \* \*

HE POLICY 1.1-a: The Town shall utilize the following principles and criteria to guide the location of affordable housing for the very low, low and moderate income households, mobile homes, group homes and foster care facilities, households with special needs including those with AIDS:

- A. Locate affordable housing along Trafficways.
- B. Locate affordable housing proximate to employment centers.
- C. Ensure that adequate infrastructure and public facilities are available to support affordable housing development.
- D. Ensure residential land is available on the Town's Future Land Use Map (FLUM) ~~at adequate densities up to 16 units per acre~~ to support affordable housing development.

HE POLICY 1.1-b: Within 6 months after the Shimberg Center at the University of Florida has completed an Affordable Housing Needs Assessment (AHNA) for the Town using updated data from the 2010 Census, the Town shall update the Housing Element as follows:

- A. Incorporate data from the 2010 Census and the AHNA the Housing Study necessary to complete all charts, and tables.
- B. Revise and adopt in the Town's Comprehensive Plan those Goals, Objectives and Policies, after (AHNA) has been completed necessary to implement the above new information.
- C. Review and revise as necessary the Town's established principles and criteria (adopted in HE Policy 1.1-a) above) guiding the location for very-low income, low income and moderate income households, manufactured homes, group homes and foster care facilities, households with special needs including rural and farm worker households.
- D. Based upon the AHNA evaluation described in Section A above, the Town shall either execute an Interlocal Agreement with a neighboring jurisdiction or implement an optional solution such as job training or job creation to satisfy the Town's affordable housing needs per Rule 9J-5.010 (3) (c) 8, FAC.
- E. Designate sufficient sites ~~at sufficient densities~~ within the Town's jurisdiction to accommodate the need for affordable housing over the planning time frame. If the Town seeks to enter into an Interlocal Agreement with another Municipality pursuant to 9J-5.010 (3) (c) (10) FAC, the Town shall prepare and submit data and analysis with future amendments to its Housing Element demonstrating consistency with Florida Statute 163, Part II, and Rule Chapter 9J-5.

**Section 4: F.S. Chapter 163 Transmittal.** That the Town Planner is hereby directed to transmit the amendment to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments to the State Land Planning Agency immediately following the second and final reading of this Ordinance.

**Section 5: Recertification.** That the Town Planner is hereby directed to apply to the Broward County Planning Council for recertification of the Future Land Use Element text subsequent to the effective date of this Ordinance.

**Section 6: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED ON FIRST READING** this \_\_\_\_ day of \_\_\_\_\_, 2020 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_\_day of \_\_\_\_, 2020, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**(Signatures on the Following Page)**

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
37601854.1

This page  
intentionally left blank



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/22/2020  
**SUBJECT:** Public School Level of Service Comprehensive Plan Amendment

---

### **Recommendation**

Staff recommends the Town Council approve the proposed Ordinance on first reading and adopt on second reading.

### **Unanimous Vote of the Town Council Required?**

Yes

### **Strategic Priorities**

A. Sound Governance

### **Background**

In October, 2017 the Town Council passed Resolution No. 2018-006 supporting a change to the level of service standard ("LOS") for public schools. The LOS determines the method used to measure the capacity of schools for the purpose of school concurrency. Subsequently, the Mayor executed the Third Amended and Restated Interlocal Agreement For Public School Facility Planning ("ILA") in November, 2017 containing the new LOS standard and agreeing to amend the Town's plan to reflect the new standard.

The ILA requires that all parties to the agreement update their comprehensive plans and land development regulations with the new LOS. The proposed Ordinance amends the level of service standard for public schools in the Comprehensive Plan to conform with the ILA.

**Fiscal Impact/Analysis**

Not Applicable

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance - LOS Public School Facilities - TA Approved	10/14/2020	Ordinance



**ORDINANCE NO. 2021 - XXX**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE PUBLIC SCHOOL FACILITIES AND CAPITAL IMPROVEMENT ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN TO UPDATE THE LEVEL OF SERVICE STANDARD FOR PUBLIC SCHOOL FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-6)**

**WHEREAS**, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") approved the Third Amended and Restated Interlocal Agreement for Public School Facility Planning in Broward County ("ILA") on November 9, 2017, pursuant to Resolution No. 2018-006; and

**WHEREAS**, the ILA, to which the Town is a signatory, established a new district-wide Level of Service ("LOS") Standard for the purpose of administering public school concurrency; and

**WHEREAS**, all signatories are required to amend their comprehensive plans and land development regulations consistent with the new LOS Standard; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency of the Town of Southwest Ranches, recommended approval of the amendment after conducting a duly noticed public hearing on October 22, 2020.

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

**Section 1: Adoption of Recitals.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2: PSFE Amendment.** That Policy 1.2-c of the Public School Facilities Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended as follows:

PSFE Policy 1.2-c: The adopted level of service standard shall be as follows: ~~100 percent of gross capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS~~

~~for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle and high school.~~

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

**Section 3: CIE Amendment.** That Policy 1.2-b of the Capital Improvement Element of the adopted Town of Southwest Ranches Comprehensive Plan is hereby amended as follows:

~~CIE Policy 1.2-b: The uniform, district-wide LOS shall be as follows: 100 percent of gross capacity (with relocatable classrooms) for each CSA until the end of the 2018/19 school year; and commencing at the 2019/20 school year, the LOS for each CSA shall be 110 percent of permanent FISH capacity for each public elementary, middle, and high school.~~

School Type A is a bounded elementary, middle or high school that has the equivalent of at least 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).

School Type B is a bounded elementary, middle or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

**Section 4: Transmittal.** That the Town Planner is hereby directed to transmit the amendments set forth herein to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments immediately following the second and final reading of this Ordinance.

Key: Underlined text is added and ~~stricken~~ text is deleted.

**Section 5: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 6: Severability.** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**Section 7: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED ON FIRST READING** this \_\_ day of \_\_\_\_, 2020 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_ day of \_\_\_\_, 2020, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

**(Signatures on Following Page)**

---

Doug McKay, Mayor

Attest:

---

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

---

Keith M. Poliakoff, J.D., Town Attorney  
37601658.1



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew Berns, Town Administrator  
**FROM:** Jeff Katims  
**DATE:** 10/22/2020  
**SUBJECT:** ORDINANCE AMENDING GREENWAYS MAP AND POLICIES

---

### **Recommendation**

Staff recommends the Town Council approve the proposed Ordinance on first reading and adopt it on second reading.

### **Unanimous Vote of the Town Council Required?**

Yes

### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure
- E. Cultivate a Vibrant Community

### **Background**

The Town's Greenways Map was recently updated by Town staff in coordination with the Recreation, Forestry and Natural Resources Advisory Board to add several trail alignments listed below, all of which were reviewed by CPAB and Town Council, but not made part of a formal Ordinance amending the Comprehensive Plan until now. The Ordinance also strengthens several policies relating to establishment of Greenways.

1. Connected Country Estates Park to SW 184<sup>th</sup>.

2. Trail north of Palomino in ROW from SW 148<sup>th</sup> east to Town boundary.
3. Trail from new Palomino Trail south to Stirling Road in ROW.
4. Trail through Masters Academy to Griffin Road.
5. Designates SW 178<sup>th</sup> Avenue as both sides.
6. Added east-west trail by old airport.

**Fiscal Impact/Analysis**

Not Applicable.

**Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance - Greenways Trail Map - TA Approved	10/14/2020	Ordinance

**ORDINANCE NO. 2021 - XXX**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE GREENWAYS PLAN MAP AND RELATED POLICIES IN THE RECREATION AND OPEN SPACE ELEMENT OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-7)**

**WHEREAS**, the Town Council wishes to amend the Greenways Plan Map and related policies to enhance trail linkages within the Town; and

**WHEREAS**, the Town Council, sitting as the Local Planning Agency, held a duly noticed public hearing on October 22, 2020 and recommended that the Town Council adopt the proposed amendment; and

**WHEREAS**, the Town Council finds that the amendment is consistent with goals, objectives and policies of the adopted Comprehensive Plan.

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

**Section 1: Ratification.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

**Section 2: Text Amendment.** That certain policies in the Recreation and Open Space Element relating to Town Greenways are hereby amended as shown in Exhibit "A," attached hereto and made a part hereof.

**Section 3: Greenways Plan Map Adoption.** That a new Greenways Plan Map is hereby adopted, as shown in Exhibit "A," attached hereto and made a part hereof.

**Section 4: F.S. Chapter 163 Transmittal.** That the Town Planner is hereby directed to transmit the amendment to the State Land Planning Agency immediately following first reading of this Ordinance, and is hereby directed to transmit the adopted amendments to the State Land Planning Agency immediately following the second and final reading of this Ordinance.

**Section 5: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 6: Severability.** If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

**Section 7: Effective Date.** This Ordinance shall take effect 31 days after the Department of Economic Opportunity notifies the Town that the plan amendment package is complete, unless timely challenged pursuant to sec. 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

**PASSED ON FIRST READING** this \_\_\_ day of \_\_\_,2020 on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**PASSED AND ADOPTED ON SECOND READING** this \_\_\_day of \_\_\_, 2020, on a motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**(Signatures on the Following Page)**



McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
37601942.1

This page  
intentionally left blank

## **EXHIBIT "A"**

### **AMENDMENTS TO THE RECREATION AND OPEN SPACE ELEMENT**

#### **III.D. Recreation and Open Space Element (ROS)**

##### **ROS GOAL 1**

PROVIDE PASSIVE LOCAL AND COMMUNITY OUTDOOR RECREATION, OPEN SPACE AREAS AND MULTI-USE GREENWAY TRAILS WHICH MEET THE TOWN'S NEEDS AND ARE COMPATIBLE WITH AND PROMOTE THE RURAL CHARACTER OF THE TOWN.

\* \* \*

##### **ROS OBJECTIVE 1.3                      BIKEWAYS, PATHWAYS, GREENWAY TRAILS AND BLUEWAYS**

**CONTINUE IMPLEMENTING A SAFE AND ENJOYABLE RECREATIONAL ENVIRONMENT THAT IS CONDUCIVE TO AND PROMOTES THE EXPANSION OF A MULTIUSE GREENWAY TRAIL SYSTEM WITH BIKEWAYS, PATHWAYS, EQUESTRIAN PATHS AND WATERWAYS TO SERVE ALL PARCELS UNDER PUBLIC OWNERSHIP OR UTILIZED FOR EQUESTRIAN MULTI-USE PURPOSES.**

{BCPC Objective 5.03.00}

Measurement: Adoption of standards for the design and construction of multi-use trails in the Land Development Code.

**ROS POLICY 1.3-a:** The Town's Greenway Trails System as depicted in the Greenways Map in this Element, is hereby adopted. .

{BCPC Policy 5.03.01}

**ROS POLICY 1.3-b:** Whenever possible, drainage canals and utility easements shall be incorporated into the Town's Comprehensive Multi-Use Greenway trails system.

{BCPC Policy 5.03.02}

**ROS POLICY 1.3-c:** Ample and secure bicycle parking should be provided at schools, libraries, recreational and other nonresidential areas.

{BCPC Policy 5.03.03}

**ROS POLICY 1.3-d:** Landscaped bikeways and Greenway trails should be designed to link parks, recreational facilities, schools and other public facilities with nearby residential areas.

{BCPC Policy 5.03.04}

**ROS POLICY 1.3-e:** The Town shall include, within its Land Development Code, design regulations and incentives for constructing new and or enhanced bikeways, pathways and multi-use Greenway recreational trails throughout the Town that directly link to Broward County's Greenway Corridors surrounding the Town.

{BCPC Policy 5.03.05 & FCT 3- (4)}

**ROS POLICY 1.3-f:** The Town shall encourage the South Florida Water Management District to develop and operate canoe and boat ramps along the C-11 Canal and in the Lake Buffer System, where appropriate.

**ROS POLICY 1.3-g:** Specific trail alignments for the Recreation and Equestrian Trails Map shall be adopted by ordinance of the Town Council.

**ROS POLICY 1.3-h:** The Town's Greenway Trails System shall be constructed in accordance with the Town's Rural Identification Signage and Landscaping Program.

**ROS POLICY 1.3-i:** Development applications shall provide trail corridors and improvements consistent with the Greenway trail alignments and Town design standards.

\* \* \*

## **ROS OBJECTIVE 1.5 PUBLIC ACCESS TO PARKS**

### **ENSURE PUBLIC ACCESS TO LOCAL AND REGIONAL RECREATION SITES AND FACILITIES INCLUDING THE EVERGLADES CONSERVATION AREAS.**

{BCULUP Objective 9.1}

Measurement: The extent to which Town parks are accessible to different segments of the Town's population in terms of geography, age, disability status, etc.

**ROS POLICY 1.5-a:** The Town shall utilize the development review process of the Land Development Code to assure adequate local park sites are available within the Town's four rural neighborhood study areas.

{BCUALUP Policy 9.1.1}

**ROS POLICY 1.5-b:** The Town shall construct and maintain recreation sites and facilities so that they are accessible to the elderly and the disabled, consistent with the Americans with Disabilities Act (ADA).

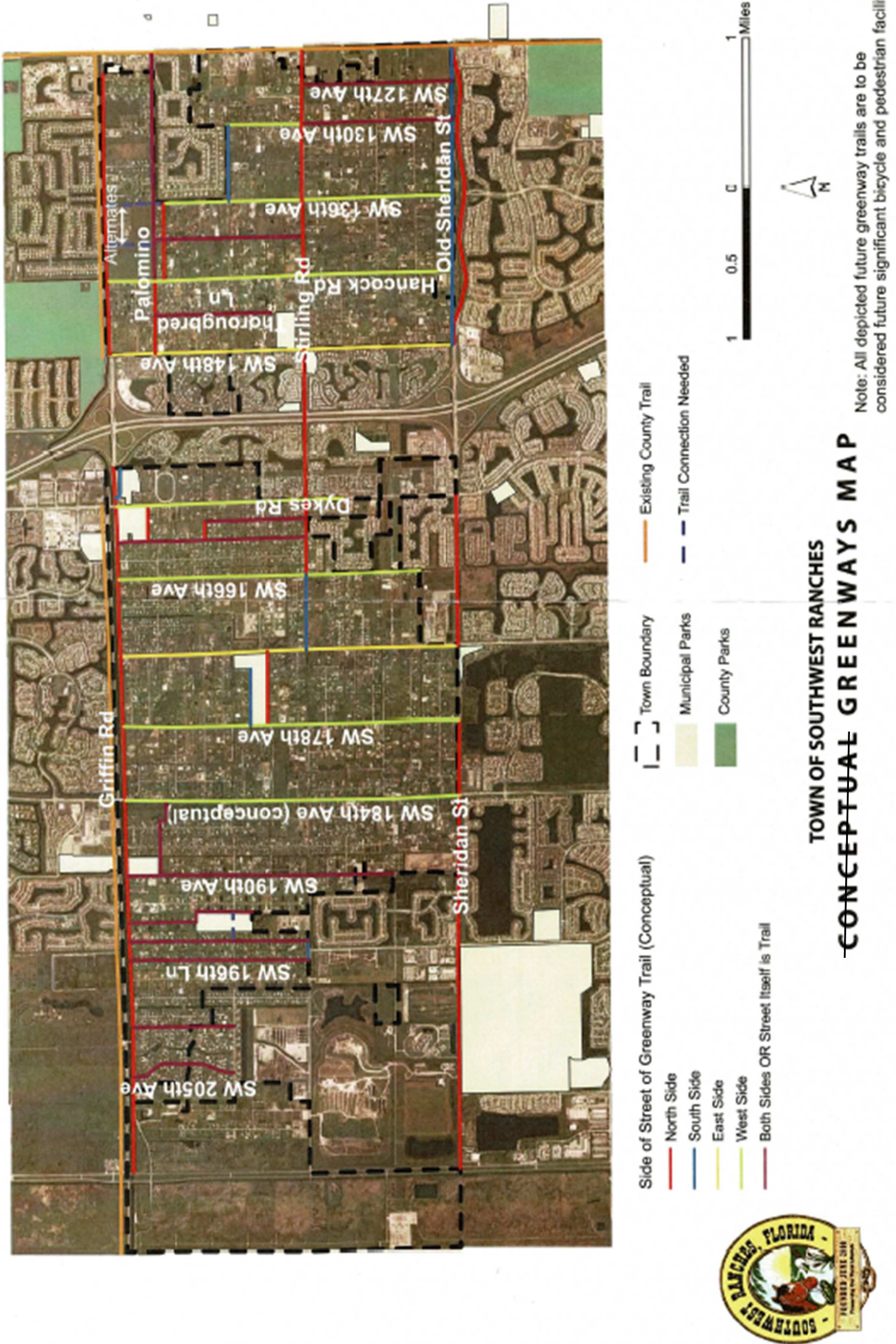
**ROS POLICY 1.5-c:** The Town shall strive to link all recreation sites by equestrian trails, bikeways, vehicles and pedestrian paths by 2030.

\* \* \*



EXHIBIT "B"

New Town of Southwest Ranches Greenways Plan Map







**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D Berns, Town Administrator  
**FROM:** Venessa Redman  
**DATE:** 10/22/2020  
**SUBJECT:** NEW Water System Provider (20-014)

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

#### **Background**

The Florida Department of Environmental Protection (FDEP) has determined the Town of Southwest Ranches has water systems classified as Transient Non-Community Water Systems at the following locations:

1. 13400 Griffin Road, Southwest Ranches, FL 33330 (Town hall)
2. 17220 Griffin Road, Southwest Ranches, FL 33331 (Volunteer Fire Department)
3. 17630 SW 56th St, Southwest Ranches, FL 33331 (Rolling Oaks)
4. 18900 Griffin Road Southwest Ranches, FL 33332 (Country estates Park)

FDEP recommends a Florida licensed operator because licensed Florida operators have knowledge of the various State and Federal rules and regulations that apply to Public Water

Systems (PWS). Whomever manages the systems will have to make sure all questions applicable to the systems can be answered satisfactorily. The required visits by an operator, regulated by Rule 62-699.310 of the Florida Administrative Code (F.A.C), provide that twice (2) weekly monitoring for treatment occurs. Additionally, FDEP provided the attached document of Minimum requirements for owners of Transient Non-Community Water Systems.

On July 29, 2020, the Town advertised Request for Proposal (RFP) #20-014. On August 7, 2020, the Town held a pre-proposal conference for vendors to visit the well locations and gain an understanding of the Town's water systems. On August 26, 2020, the Town received one (1) response. The Sr. Procurement & Budget Officer contacted the four companies who attended the pre-proposal conference including the current vendor and obtained Statements of NO Response information from each. After review of the "No response" the Town administrator determined it was in the Town's best interest to select the sole respondent. All Water Service demonstrated a sound understanding of the various State and Federal rules and regulations that apply to Public Water Systems. The owner has a drinking water license, is listed on the FDEP approved vendor list, and is currently the vendor for other similar sized well facilities in Florida. The proposal submitted included drawings of the Town water systems, manuals of all pumps and tanks, current concerns and suggestions for future maintenance.

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.

### **Fiscal Impact/Analysis**

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).

### **Staff Contact:**

Sandy Luongo, General Services Manager



Martin D. Sherwood, Town Financial Administrator  
Venessa Redman, Senior Procurement and Budget Officer

**ATTACHMENTS:**

Description	Upload Date	Type
RESO 20-014 TNWS 1 OF 4 - TA Approved	10/14/2020	Resolution
RESO 20-014 TNWS 2 OF 4 PROPOSAL	10/13/2020	Backup Material
RESO 20-014 TNWS 3 of 4 Agreement	10/13/2020	Agreement
RESO 20-014 TNWS 4 of 4 Manuals	10/13/2020	Backup Material

This page  
intentionally left blank

## **RESOLUTION 2021-XXX**

**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: <b>Increase</b>	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
<b>TOTAL</b>	<b>\$ 27,120.00</b>	<b>\$ 15,450.00</b>	<b>\$ 11,670.00</b>	

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 \_ day of \_\_\_\_\_ 2020 on a motion by

\_\_\_\_\_ and seconded by \_\_\_\_\_.

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
#37601681

This page  
intentionally left blank

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.

## **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](mailto: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**

**TABLE OF CONTENTS**

SECTION 1 GENERAL INFORMATION .....	1
1.1 ISSUING OFFICE .....	1
1.2 PURPOSE OF THE PROJECT .....	1
1.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE.....	1
1.4 QUALIFICATIONS OF PROPOSERS .....	1
1.5 OPPORTUNITY OFFERED .....	1
1.6 TIMETABLE .....	2
1.7 PROPOSAL SUBMISSION .....	2
1.8 CONTACT PERSON .....	3
1.9 ADDITIONAL INFORMATION/AMENDMENT(S).....	3
1.10 PROCUREMENT CODE .....	4
1.11 CONE OF SILENCE .....	4
1.12 PUBLIC OPENING.....	4
1.13 DISCLAIMER .....	5
SECTION 2 TERMS AND CONDITIONS .....	5
2.1 ADHERENCE TO REQUIREMENTS.....	5
2.2 PROPOSAL FORMAT AND CONTENT.....	6
2.2.1 Format.....	6
2.2.2 Technical Proposal.....	6
2.3 PROPOSAL SCHEDULE .....	6
2.4 MODIFIED PROPOSAL.....	7
2.5 WITHDRAWAL OF PROPOSAL .....	7
2.6 LATE PROPOSAL; LATE MODIFIED PROPOSAL.....	7
2.7 RFP POSTPONEMENT/CANCELLATION .....	7
2.8 COSTS INCURRED BY PROPOSER .....	7
2.9 PROPRIETARY/CONFIDENTIAL INFORMATION .....	7
2.10 RIGHT TO PROTEST .....	8
2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS .....	8
2.12 EVALUATION OF PROPOSALS .....	8
2.13 CONTRACT AWARD .....	9
2.14 WRITTEN CONTRACT .....	9
2.15 ASSIGNMENT.....	9
2.16 CANCELLATION.....	10
2.17 RELATION TO PARTIES .....	10
2.18 COMPLIANCE WITH LAW .....	10
2.19 WAIVER OF LIABILITY .....	10
2.20 INDEMNIFICATION.....	10
2.21 SECONDARY/OTHER VENDORS .....	10
2.22 DEFAULT PROVISION .....	11
2.23 GOVERNING LAW .....	11
2.24 DISPUTES .....	11
2.25 REMEDIES FOR BREACH .....	11

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

2.26 PUBLIC RECORDS LAW .....	11
2.27 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. ....	12
2.28 CONTRACT PROVISIONS.....	13
2.28.1 Agreement.....	13
2.28.2 Authorization to Sign.....	13
2.29 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE .....	13
2.30 INSURANCE REQUIREMENTS .....	13
2.31 INSURANCE COVERAGE .....	14
2.32 SECURITY AND BONDING REQUIREMENTS.....	15
2.33 COMMENCEMENT OF WORK .....	15
2.34 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY .....	16
2.35 DISCLOSURE OF OWNERSHIP INTEREST .....	16
2.36 CONFLICT OF INTEREST .....	16
2.37 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACTION BUSINESS WITH PUBLIC ENTITIES .....	16
SECTION 3 CONTRACT .....	17
3.1 UNIT PRICES.....	17
3.2 CONTRACT DOCUMENTS .....	17
3.3 CHANGES IN THE WORK .....	17
3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME.....	18
3.4.1 Change Order.....	18
3.4.2 Unit Prices .....	18
3.5 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....	19
3.5.1 Owner May Stop the Work.....	19
3.5.2 Correction or Removal of Defective Work.....	19
3.5.3 Acceptance of Defective Work .....	19
3.5.4 Town May Correct Defective Work .....	19
3.5.5 Contractor's Failure to Perform .....	19
3.5.6 Termination for Convenience .....	20
3.6 PAYMENT .....	20
3.7 METHOD OF PAYMENT .....	21
3.8 PHYSICAL CONDITIONS.....	21
SECTION 4 RESPONSIBILITIES .....	22
4.1 PROPOSER'S RESPONSIBILITIES .....	22
4.1.1 Plan.....	22
4.1.3 Sub-contractor .....	22
4.1.4 Sales Tax.....	23
4.1.5 Chemicals.....	23
SECTION 5.....	23
APPENDIX A .....	28

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

APPENDIX B .....	32
DISCLOSURE OF OWNERSHIP INTERESTS .....	34
APPENDIX C .....	35
APPENDIX D .....	36
APPENDIX E .....	39
*APPENDIX F .....	41
*APPENDIX G .....	42
*APPENDIX H .....	43
*APPENDIX I .....	44
APPENDIX K .....	45
APPENDIX L .....	46
APPENDIX M .....	47
APPENDIX N .....	49
APPENDIX O .....	51
APPENDIX P .....	52
APPENDIX Q .....	53
APPENDIX R .....	54
APPENDIX S .....	55
APPENDIX S – PROOF OF INSURANCE .....	55
APPENDIX T .....	56
APPENDIX U .....	57
APPENDIX V .....	62
APPENDIX W .....	66
APPENDIX X .....	68
APPENDIX Z .....	69
EXHIBIT “A” .....	70

**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.

**TOWN OF SOUTHWEST RANCHES**

## Request for Proposals

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

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:

<b>Activity</b>	<b>Date, Time and Location</b>
RFP advertised and available for download on the town website	<b>On or about: July 29, 2020 at:</b> <a href="http://www.southwestranches.org/procurement">http://www.southwestranches.org/procurement</a> or <a href="http://www.Demandstar.org">http://www.Demandstar.org</a>
Non-Mandatory Pre-Proposal Conference	<b>10:00 a.m. local time, on Friday August 7, 2020</b> , 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	<b>16:00 p.m. Friday August 14, 2020</b>
Deadline for Submission of Proposals	<b>11:00 a.m. local time, on Wednesday, August 26, 2020</b> , via DemandStar E-bidding.
Public Opening	<b>11:00 a.m. local time, on Wednesday, August 26, 2020</b> , 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)	<b>11:00 a.m. local time, on Wednesday, September 2, 2020</b> , 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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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 Griffin Road  
Southwest Ranches, Florida 33330  
Phone: 954-434-0008  
Fax: (954) 434-1490  
Email: [vredman@southwestranches.org](mailto: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.

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

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**

## **TOWN OF SOUTHWEST RANCHES**

### **Request for Proposals**

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

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.



## 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.

## **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**

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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.

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

Proposals shall be evaluated based on the following point system:

<b>Evaluation Criteria</b>	<b>Points</b>
1. Price (Proposal Forms);	<b>30</b>
2. Knowledge of local, county and EPA regulations and clearly specified and cited in the plan.	<b>20</b>
3. Ability to perform the contract terms, in accordance with local, county and EPA regulations.	<b>20</b>
4. Past and present performance including information disclosed by references. References should be current and have a knowledge of relevant experience.	<b>10</b>
5. Reports provided, inspection reports, and lab reports which comply with regulatory requirements. (Samples provided)	<b>10</b>
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.	<b>10</b>
<b>TOTAL POINTS</b>	<b>100</b>

### **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

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

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.

## **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.

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

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.

## **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.



**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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

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

## **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.

## **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,

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

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,

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.

### **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.

**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

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.



## 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. ~~\$2532.40~~
  - 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

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

**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.

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

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

**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

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

**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)

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

**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 24<sup>th</sup> day of August, 2020  
personally appeared Leonardo D'Angelo, who is personally known to me or  
who has produced FL ID 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

**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>
<b><u>PWSID: 4064402 TOWN OF SW RANCHES/TOWN HALL</u></b>					
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.					
<b>SUBTOTAL (A) CARRY FORWARD</b>					<b>\$ 7,454.88</b>

**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

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

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: 4064413 TOWN OF SW RANCHES ROLLING OAK BARN</u></b>					
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	✓				
* 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					
<b>SUBTOTAL (B) CARRY FORWARD</b>					<b>\$ 7,454.88</b>

**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

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: 406441 TOWN OF SW RANCHES COUNTRY ESTATES PARK</u></b>					
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					
<b>SUBTOTAL (C) CARRY FORWARD</b>					\$ 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

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: VOLUNTEER FIRE DEPARTMENT 17270 GRIFFIN ROAD</u></b>					
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					
<b>SUBTOTAL (D) CARRY FORWARD</b>					\$ 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.

Recomend 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**  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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: \_\_\_\_\_



**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.

Te replacement cost of the filter media is excluded from this bid  
**PROPOSER'S SIGNATURE:** \_\_\_\_\_

**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**

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

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 Service

By: \_\_\_\_\_

LEONARDO D'ANGELO

(Printed Name)

Authorized Principal

(Title)

Sworn to and subscribed before me this 24<sup>th</sup> day of August, 2020

Personally known Personally appeared

Or Produced Identification FL DL # D524-520-65-443-0  
(Type of Identification)

Notary Public - State of Florida

Notary 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**  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**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**  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**\*APPENDIX F**  
**CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)**

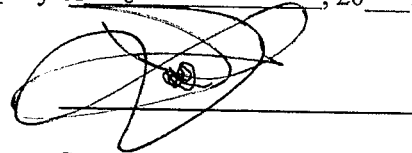
State of Florida,  
County of palm Beach SS:

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

24<sup>th</sup> 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  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**\*APPENDIX G**  
**CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

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

**\*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  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

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

**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 Soverns

PROPOSER: All Water Service

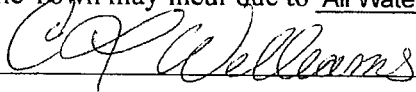


TOWN OF SOUTHWEST RANCHES  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**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.



All Water Service

ATTEST

CONTRACTOR

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

LEONARDO D'ANGELO

Print Name

Date: 8/23/2020

PROPOSER: All Water Service

**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 24<sup>th</sup> day of August, 2020  
by Leonardo D'Angelof (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

A large, stylized handwritten signature in black ink, likely belonging to a representative of All Water Service.

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

**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: 1006 North US HWY # 27 Weston FL. 33327

Contact Person: Mike Soverns

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

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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

**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><b>CLASSIFICATION OF WORK</b></u>	<u><b>NAME</b></u>	<u><b>ADDRESS</b></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**  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**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]**

**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  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT  
**APPENDIX R**

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

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

**INSERT PROOF OF INSURANCE**

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

**\* 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](mailto: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

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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?

\_\_\_\_\_  
\_\_\_\_\_

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

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 Soverns	1006 North US HWY # 27 Weston FL. 33327	(954) 389 8464
(name)	(address)	(phone number)
Monica Savitts	4690 US HWY # 27, Ft. Lauderdale, Fl. 33332	(954) 434 0202
(name)	(address)	(phone number)
Nancy Falero	109 N 12 st., Lantana, 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, Avatar 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

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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

---

---

---

---

TOWN OF SOUTHWEST RANCHES

Request for Proposals

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

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)



**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.

**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

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

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.

**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.

**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.

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

**[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: \_\_\_\_\_

## APPENDIX X

### ANTI-LOBBYING CERTIFICATION FORM

- Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**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



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

**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**

**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”).  
All Water Service

**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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

**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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

- 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

Request for Proposals

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

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

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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

- 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.



**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

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

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

**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

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

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 SOUTHWEST RANCHES**

**Request for Proposals**

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

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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES

Request for Proposals

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

**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.

**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

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

- 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

**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



**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**

**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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

- 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-

TOWN OF SOUTHWEST RANCHES

Request for Proposals

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

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.

TOWN OF SOUTHWEST RANCHES

Request for Proposals

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

- 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.

**TOWN OF SOUTHWEST RANCHES**

**Request for Proposals**

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

- 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



TOWN OF SOUTHWEST RANCHES

Request for Proposals

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

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

TOWN OF SOUTHWEST RANCHES

Request for Proposals

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

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

**TOWN OF SOUTHWEST RANCHES**

**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

**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.

TOWN OF SOUTHWEST RANCHES

Request for Proposals

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

- 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

- 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>
<b><u>PWSID: 4064402 TOWN OF SW RANCHES/TOWN HALL</u></b>					
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.					
<b>SUBTOTAL (A) CARRY FORWARD</b>					<b>\$ 7,454.88</b>

**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



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

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: 4064413 TOWN OF SW RANCHES ROLLING OAK BARN</u></b>					
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					
<b>SUBTOTAL (B) CARRY FORWARD</b>					<b>\$ 7,454.88</b>

**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

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: 406441 TOWN OF SW RANCHES COUNTRY ESTATES PARK</u></b>					
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					
<b>SUBTOTAL (C) CARRY FORWARD</b>					\$ 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

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b>PWSID: VOLUNTEER FIRE DEPARTMENT 17270 GRIFFIN ROAD</b>					
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					
<b>SUBTOTAL (D) CARRY FORWARD</b>					<b>\$ 5,852.04</b>

**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.

Recomend 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 broken down in 3 different sections

1- Certified Lab (sub contractor who does their own sampling and testing quarterly and annual 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 check performed by a equipment specialist.

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

incl Oak A

	Oak park	OPY
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

**Leonardo D'Angelo**  
242 Button Bush Ln  
Wellington Fl. 33414  
321 960 9975  
allwaterservice321@hotmail.com

## 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.

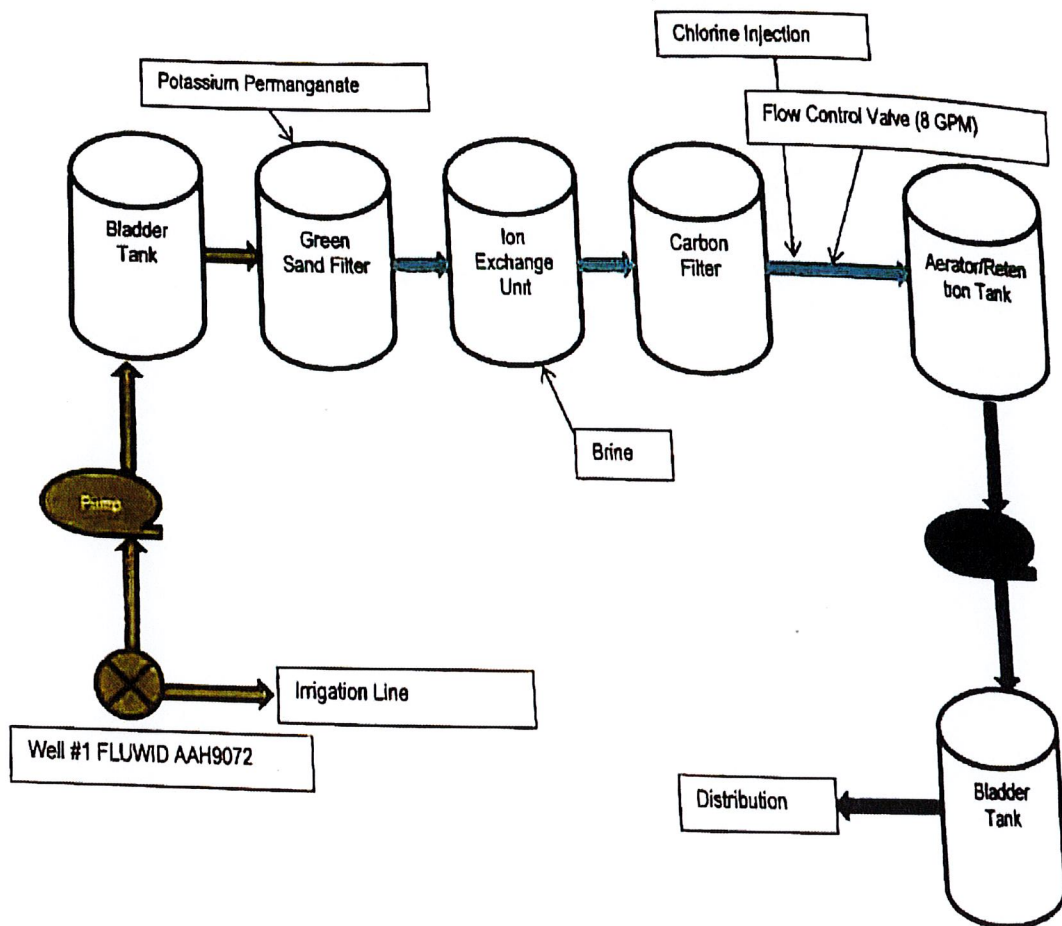
Worked for The City of Rockledge as a wastewater plant operator trainee and collections Tech, I was trained in the certified analytical Laboratory.

## 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.

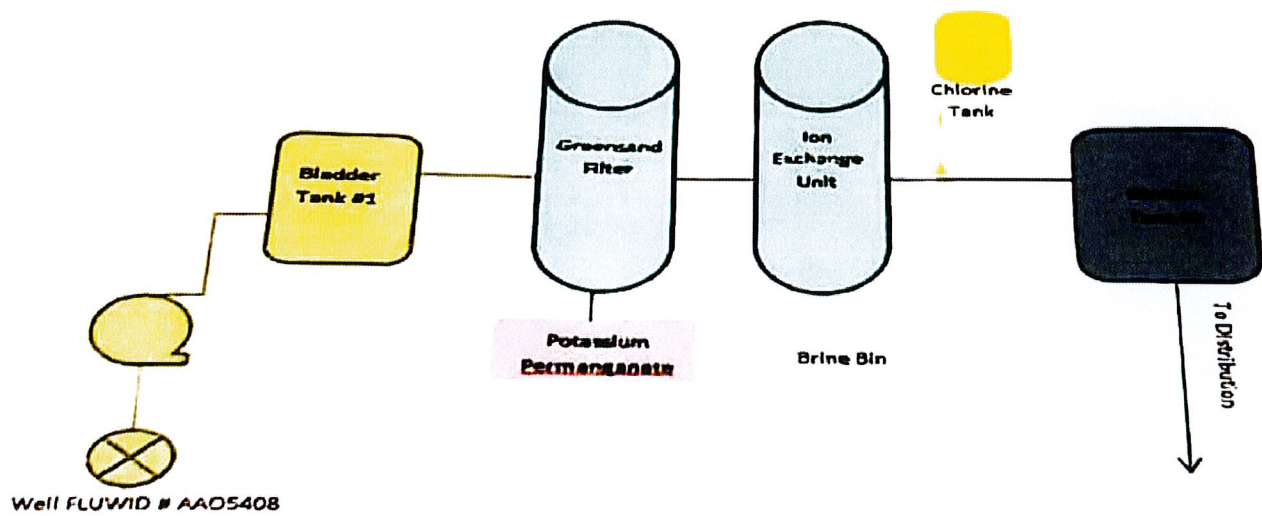


Town of Southwest Ranches- Town Hall PWS 4064402  
System Flow Diagram



Scanned with CamScanner

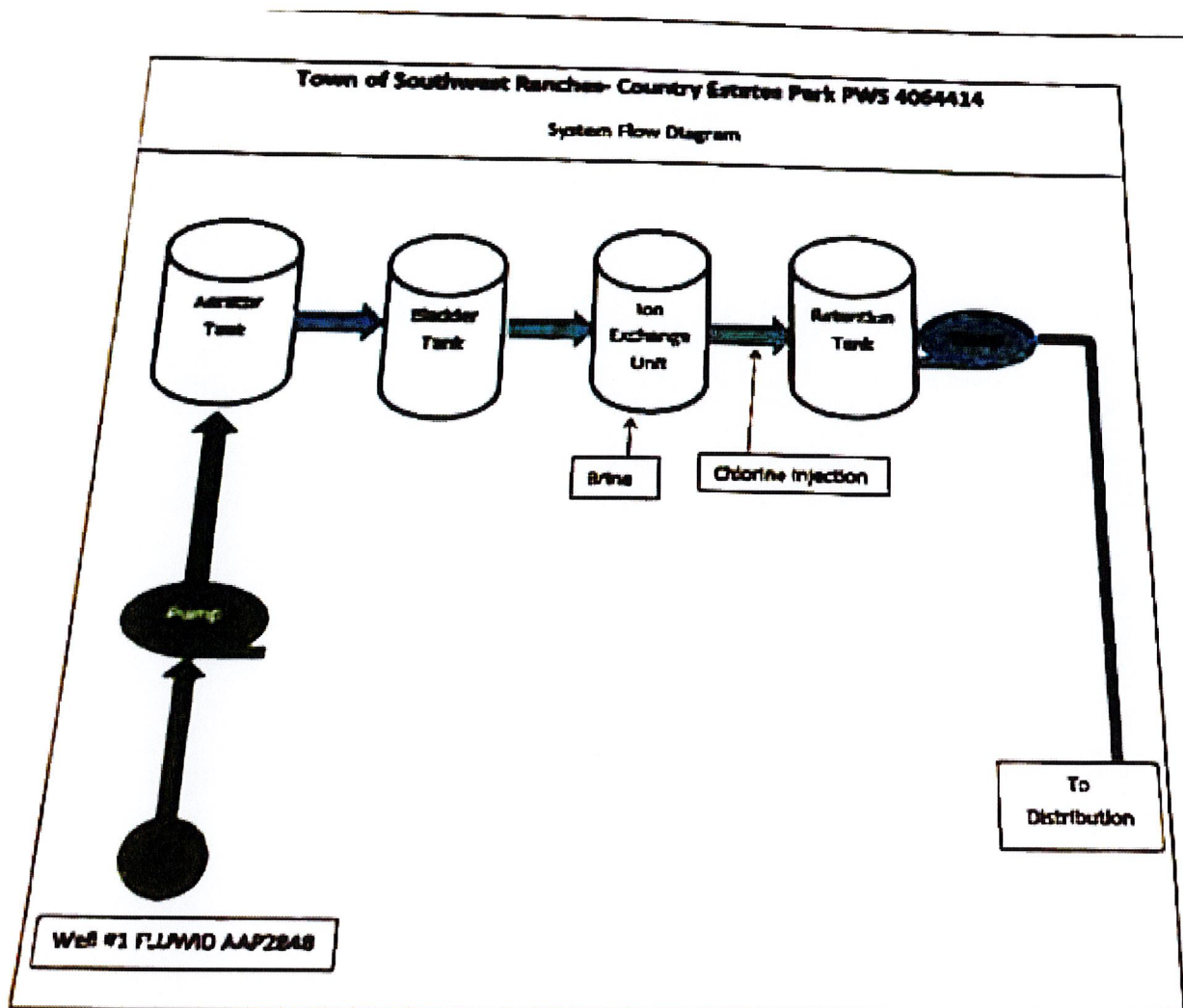
# Town of Southwest Ranches – Rolling Oak Barn WTP



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](http://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

Company ID Number: 1581367

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

DISPLAY IS REQUIRED BY LAW

SECRETARY



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

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.



# CASHIER'S CHECK

SERIAL #: 6623402255  
ACCOUNT #: 4861-513232

August 24, 2020

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

VOID IF OVER US \$ 1,356.00

**NON-NEGOTIABLE**

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

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.

**Purchaser Copy**

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

# CASHIER'S CHECK

6623402255

August 24, 2020

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

VOID IF OVER US \$ 1,356.00

*Howard Law*  
CONTROLLER

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

Payee Address:  
Memo:

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

⑈ 66 2340 2255 ⑈ ⑆ 2100024814861 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](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ALL WATER SERVICE LLC</b>	
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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>242 BUTTON BUSH LN</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>WELLINGTON, FL. 33414</b>	
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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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](http://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)(iii). 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner <sup>3</sup>
	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.

[e-services](#)[Online Tutorials](#)[Mailbox](#)[Sign Out](#)[Contact Us](#)

## 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



---

# JS+ J5S, J5SH, J7S, J10S, J15S well

SHALLOW WELL JET PUMPS - ½, ¾, 1 AND 1½ HP

---

 **GOULDS**  
WATER TECHNOLOGY  
a **xylem** brand



## 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 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.

### 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) <sup>①</sup> Order No.	HP
J5S	J5SUL	1/2
J5SH	J5SHUL	1/2
J7S	J7SUL	3/4
J10S	J10SUL	1
J15S	J15SUL	1 1/2

← Booster  
← Well

### 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

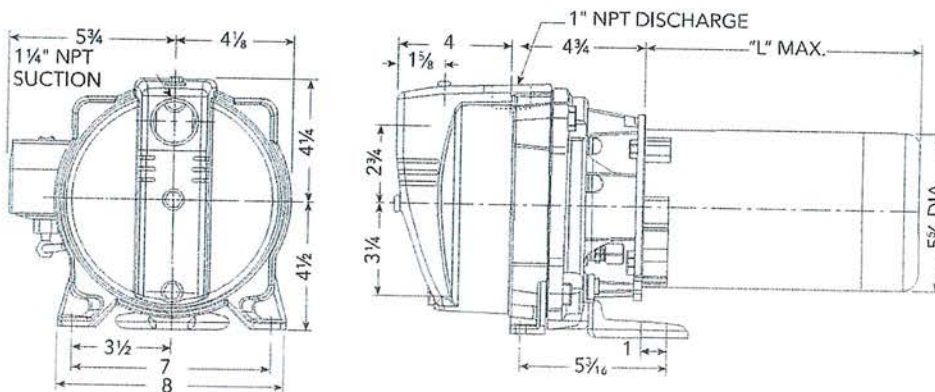
↑  
Well

↓

↓

### DIMENSIONS AND WEIGHTS

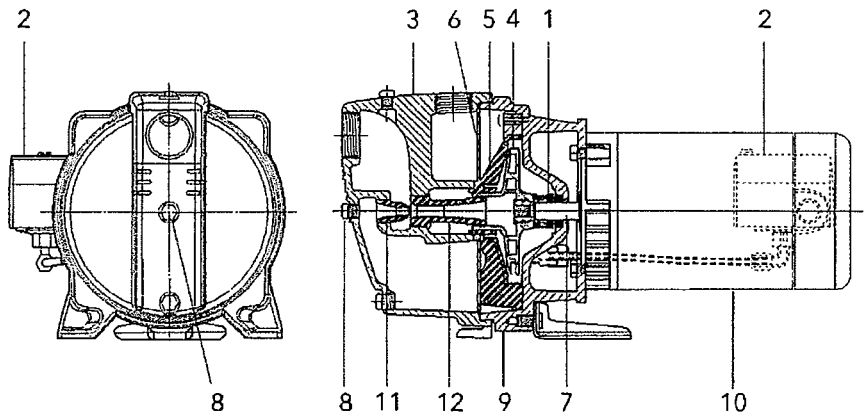
Model	J5S	J5SH	J7S	J10S	J15S
Wt. (lbs.)	43	43	47	50	60
Length	17¼	17¼	18¼	18¾	19¼
Width	9⅞				
Height	8¾				
HP	½	½	¾	1	1½
"L" Max.	8½	8½	9½	10	10½



(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

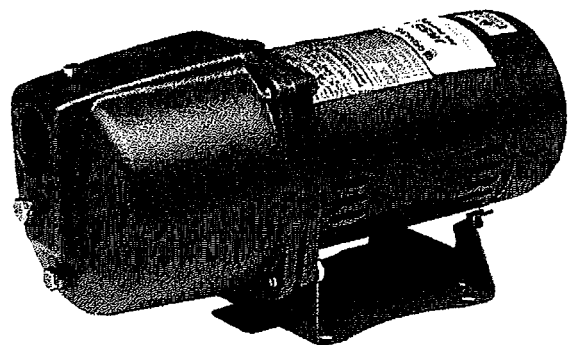
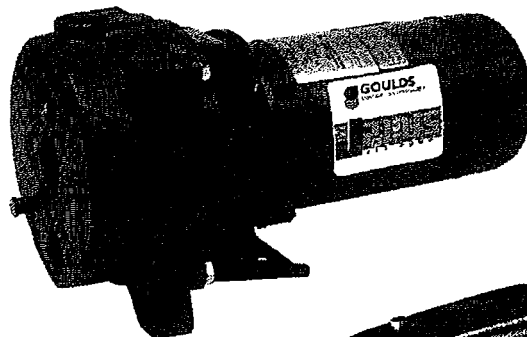
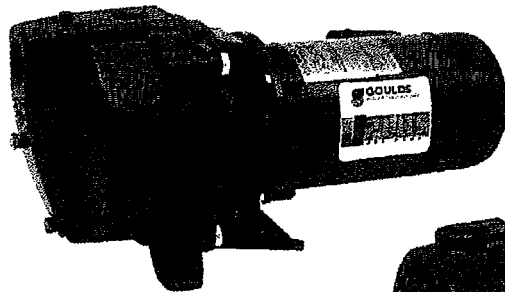
Xylem Inc.  
2881 East Bayard Street Ext., Suite A  
Seneca Falls, NY 13148  
Phone: (866) 325-4210  
Fax: (888) 322-5877  
[www.gouldswatertechnology.com](http://www.gouldswatertechnology.com)

Goulds is a registered trademark of Goulds Pumps, Inc. and is used under license.  
Noryl and Lexan are trademarks of GE Plastic.  
© 2012 Xylem Inc. BJS+ R1 June 2013



# JET PUMP REPAIR PARTS

2012  
pd 8-10-12



### INDEX

#### JETS

JRS .....	3
JRD .....	4
JRSG .....	moved to obsolete book
→ J+ and JS+ .....	5 ←
JB .....	moved to obsolete book
HSJ .....	6
VJ .....	7
SJ .....	8
GT Irri-Gator™ .....	9
BF03S .....	10

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+

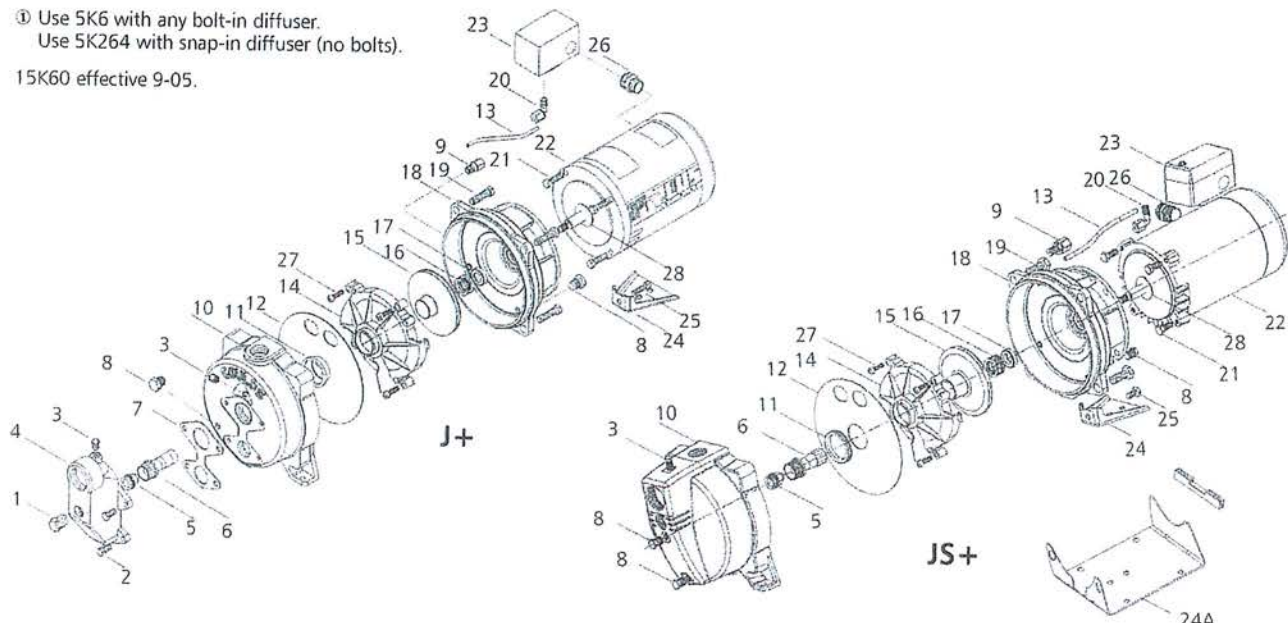
Item No.	Part Description	Material	J+ Series Repair Part No.					JS+ Series Repair Part No.				
			J5	J5H	J7	J10	J15	J5S	J5SH	J7S	J10S	J15S
1	Pipe plug – 1/2" NPT	Steel, plated	6K68					—				
2	Hex cap screw	Steel	13K1					—				
3	Pipe plug – 1/8" NPT	Steel, plated	6K1					6K1				
4	Shallow well adapter	Cast iron	4K62					—				
5	Nozzle	Delrin <sup>®</sup>	AN017	AN019	ANO18		AN022	AN017	AN019	ANO18		AN022
6	Venturi tube	Lexan <sup>®</sup> on model JS+ Durez <sup>®</sup> on model J+	AD3731	AD3528	AD3536	AD3538	AD3542	AD3332	AD3328	AD3336	AD3339	AD3342
7	Gasket	BUNA - FDA/NSF	5K108					—				
8	Drain plug – 1/4" 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 ①					5K6 or 5K231 ①				
12	Diaphragm	BUNA - FDA/NSF	5K162					5K162				
13	Tubing	Polypropylene	6K92	6K93	6K101	6K102	6K92	6K93	6K101	6K102	6K92	6K93
14	Diffuser (guidevane)	Lexan <sup>®</sup> 10% G.F.	3K75	3K67		3K68	3K75	3K67		3K68	3K75	3K68
15	Impeller	Noryl <sup>®</sup> 20% G.F.	2K4	2K60	2K61	2K706	2K4	2K60	2K61	2K706	2K4	2K706
16	Mechanical seal, rotary	Teepelite	10K10					10K10				
17	Mechanical seal, stationary	Ceramic	10K10					10K10				
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	J04853R	J05853R
23	Pressure switch	NA	AS4					AS4				
24	Pump foot	Steel	4K408					4K408				
24A	Pump Base Assembly with Rubber Channel Replaces foot 4K408	Steel	—					—				
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

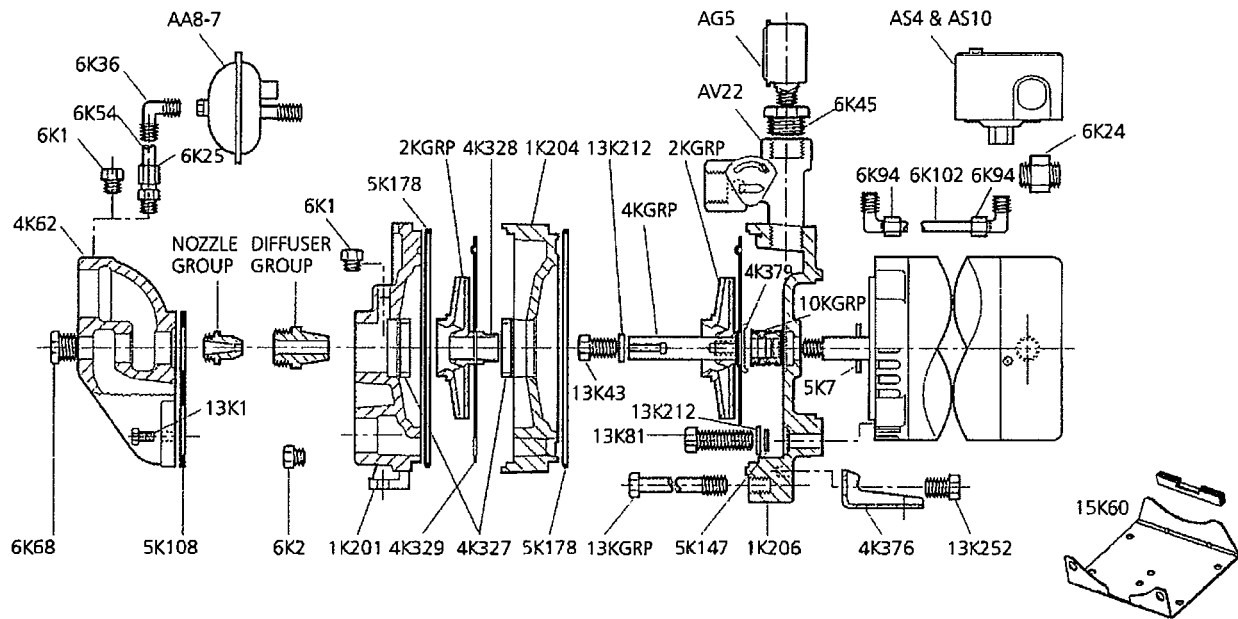
① Use 5K6 with any bolt-in diffuser.  
Use 5K264 with snap-in diffuser (no bolts).

15K60 effective 9-05.



## Residential Water Systems

### MODEL HSJ



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 HSJ models	
2K290	Impeller – 1 and 2 HP HSJ 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 <b>Replaces foot 4K408</b>	
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

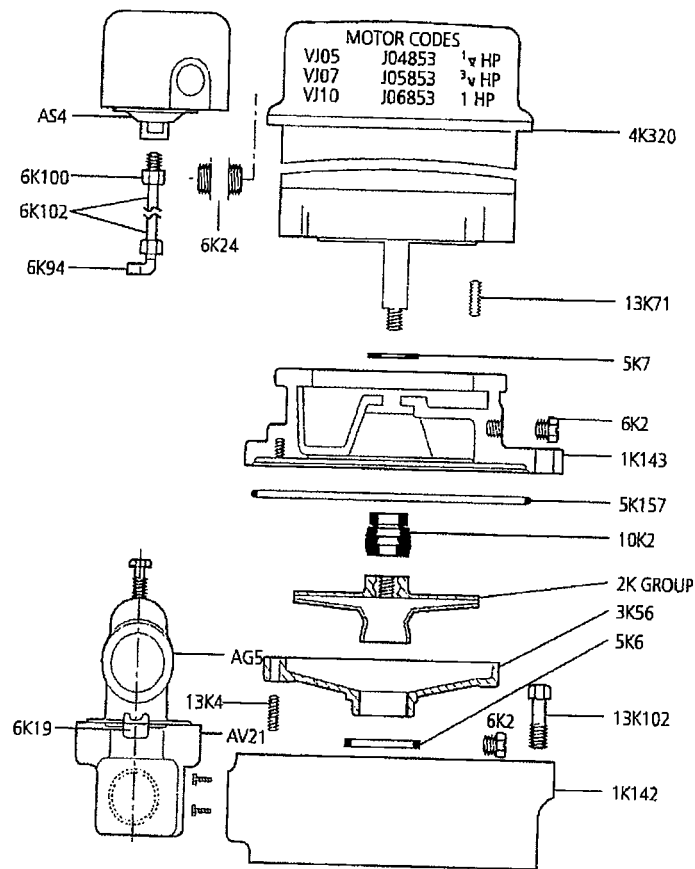
HP	Model	Nozzle Group	Diffuser Group
¾	HSJ07N	AN012	AD3432
1	HSJ10N	AN012	AD3437
1 ½	HSJ15N	AN012	AD3439
2	HSJ20N	AN012	AD3448

### 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.

## MODEL VJ

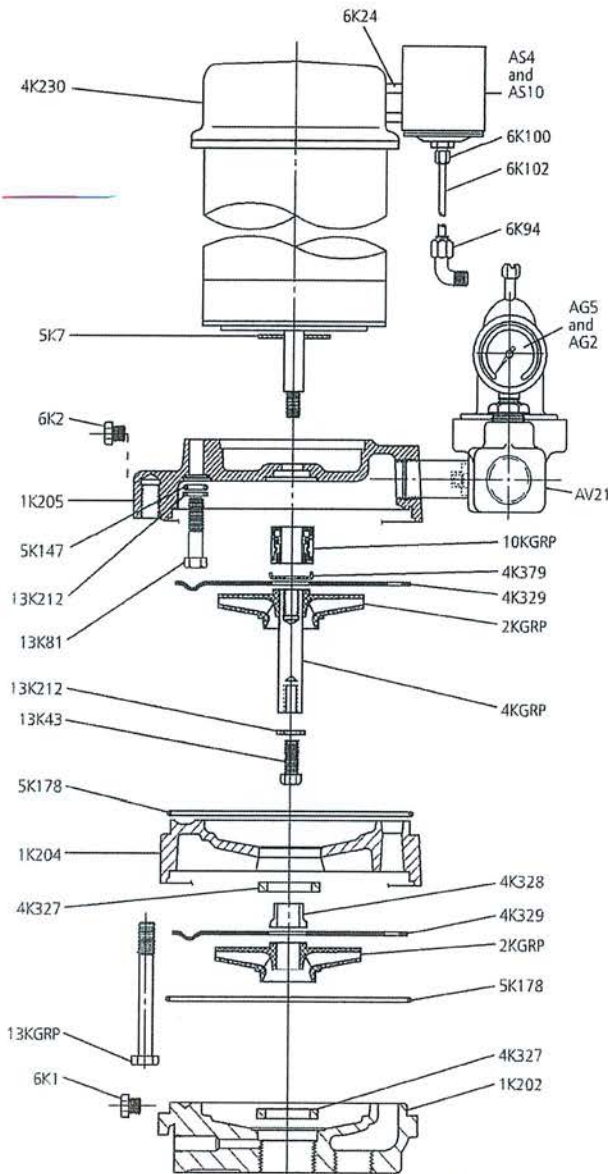


Part No.	Part Name	Pattern No.
1K142	Casing	59202
1K143	Motor adapter	59014
2K61	Impeller 3/4 and 1 HP	2K GROUP
2K204	Impeller 1/2 HP	
3K56	Guidevane - 1/2, 3/4, 1 HP	
4K230	Drip cover - 48FR (A.O. Smith motor)	
5K6	Seal ring - guidevane	
5K7	Deflector	
5K157	O-ring	
6K2	Plug 1/4 NPT	
6K19	Reducing bushing 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



Booster →  
Well →

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 1½ 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, 1½ 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 ⅛" 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 1½ and 2 HP models	
②13K250	Impeller washer (OBSOLETE)	
AG2	Pressure gauge – 200 PSI max.	
AG5	Pressure gauge – 100 PSI max.	
AS4	Pressure switch – ¾, 1 HP, 1½ HP rated	
AS10	Pressure switch – 2 HP rated	
AV21	Pressure control valve	
AA8-7	Air volume control valve (not shown)	

① Includes 4K379, 13K43 and 13K212.

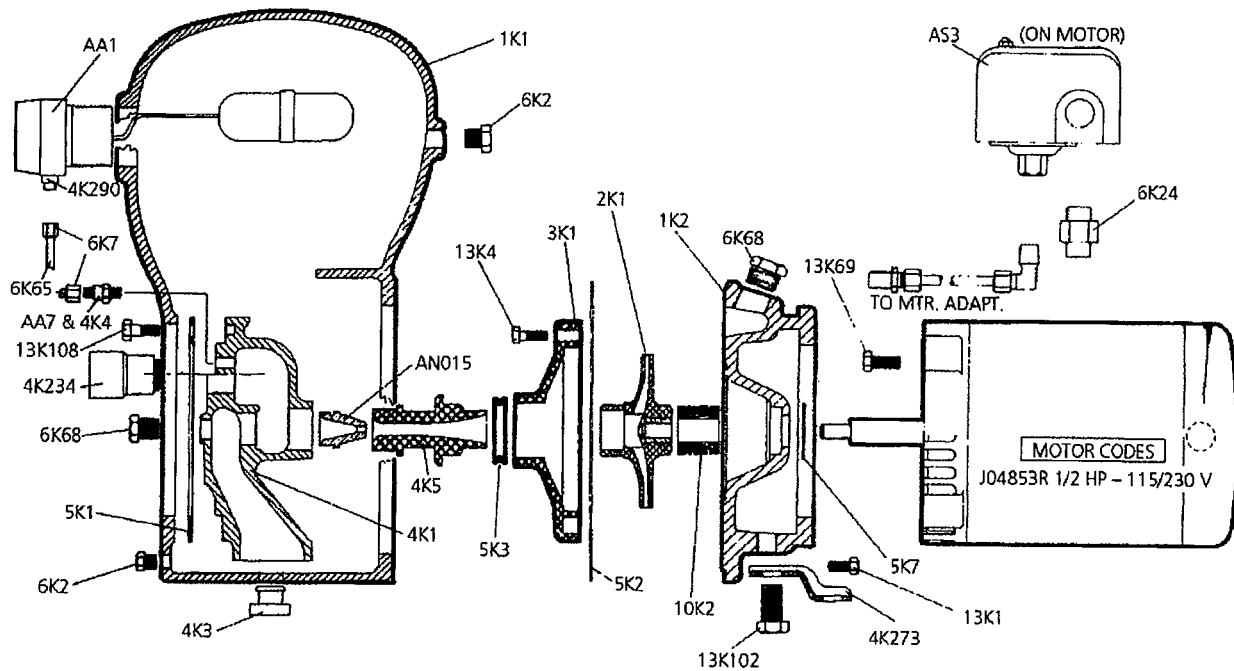
② Models built December 1988 through February 1991 used a retaining ring. Replace with 4K331 or 4K332 shaft extension assembly.

### MOTOR CODES

HP	Model	Order No.
¾	SJ07, SJ07PK	JO5853R
1	SJ10, SJ10PK	JO6853R
1½	SJ15, SJ15PK	JO7858R
2	SJ20, SJ20PK	JO8854R

## Residential Water Systems

### MODEL BF03S



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 wires)	
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. (3/16" O.D. x 9 3/4" 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

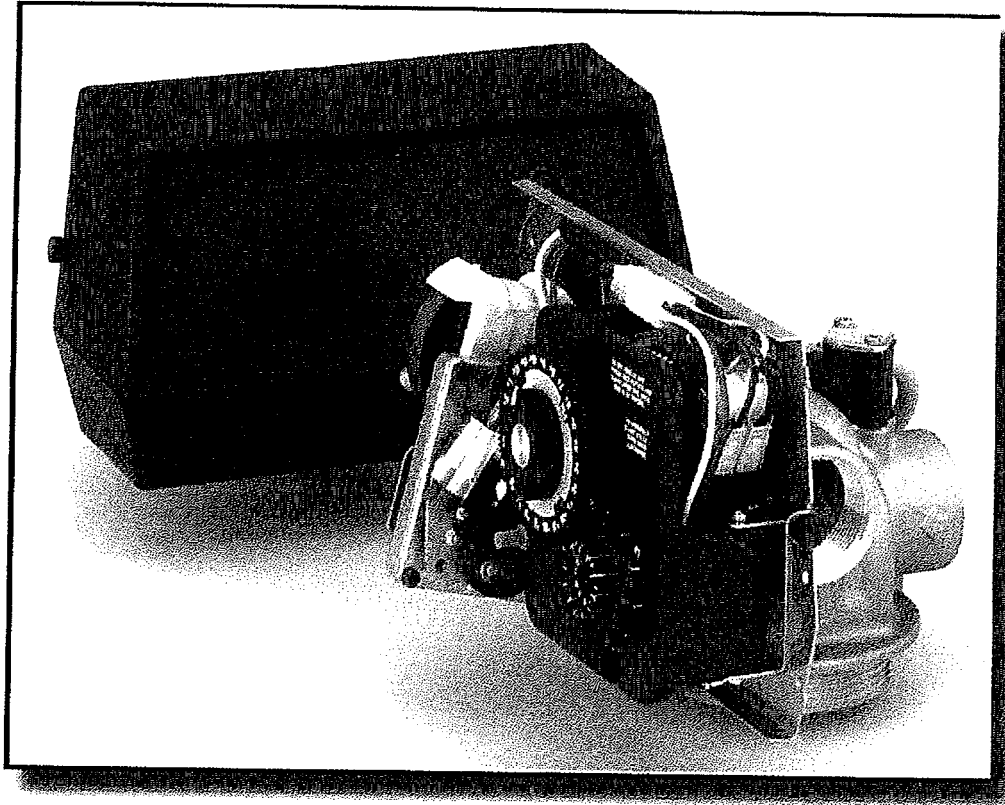
➤ 5cu.ft. - 16"x 65"

FLECK 2850 TIMER



# Model 2850

## *Service Manual*



**IMPORTANT: Fill in Pertinent Information on Page 3 for Future Reference**

---

## Table of Contents

---

Job Specification Sheet.....	3
Installation Instructions.....	4
Start-Up Instructions.....	5
3200 Timer Setting Procedure.....	6
3210 Timer Setting Procedure.....	7
3200, 3210, 3220 & 3230 Regeneration Cycle Setting Procedure.....	8
3200 Time Clock Timer Assembly.....	10
3210 Meter Delayed Timer Assembly.....	12
3220 Meter Immediate Timer Assembly.....	14
3230 Remote Start Timer Assembly.....	16
Control Valve with 1700 Injector Assembly.....	18
Powerhead Assembly (Designer).....	20
Environmental Powerhead Assembly.....	22
Manual Powerhead Assembly.....	24
1600 Series Brine System.....	25
1650 Brine System Assembly.....	26
1700 Brine System Assembly.....	28
1710 Brine System Assembly.....	30
1600 Service Valve Operator Assembly (Old Style).....	31
1" Meter Assembly.....	32
1-1/2" Meter Assembly.....	33
2310 Safety Brine Valve.....	34
2350 Safety Brine Valve.....	35
Seal & Spacer Tools & Replacement.....	36
Troubleshooting.....	39
General Service Hints for Meter Control.....	40
Water Conditioner Flow Diagrams.....	41
Flow Data & Injector Draw Rates.....	43
Dimensions.....	44
System #4 - Typical Single Tank Installation with Optional Meter.....	46
System #5 Interlock - Typical Twin Tank Installation with Optional Meter Interlock and No Hard Water Bypass.....	47
System #6 - Twin Series Regeneration Installation with a Remote Meter.....	48
System #7 - Twin Alternator Installation with a Remote Meter.....	49
System #4 - Single Valve Regeneration Immediate and Delayed Valve Wiring.....	50
System #4 - with Remote Starter Valve Wiring.....	51
System #5 - Interlocked Regeneration Valve Wiring.....	52
System #6 - Series Regeneration Valve Wiring.....	53
System #7 - Alternating Regeneration 230V / 3-Way Solenoid Output Valve Wiring.....	54
Service Assemblies.....	55

**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.

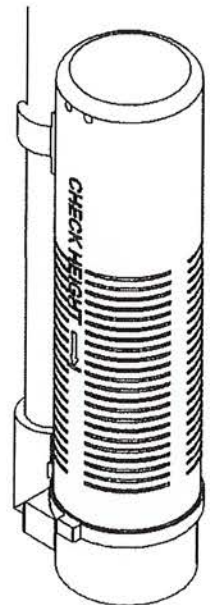
**LOCATION OF SOFTENER AND DRAIN:** The softener should be located close to a drain to prevent air breaks and back flow.

**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:

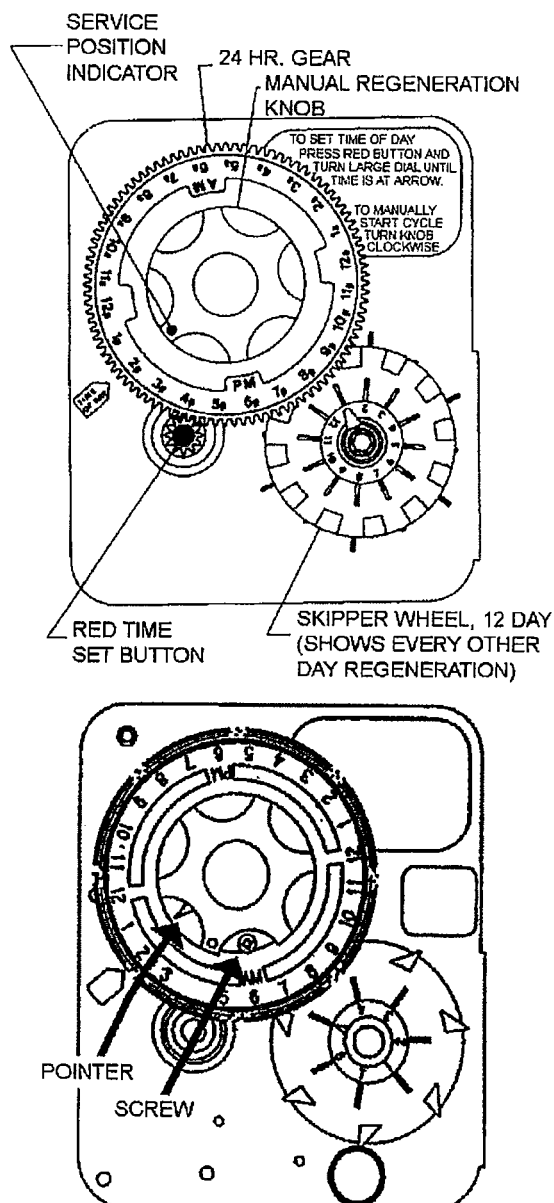
1. Press and hold the red button in to disengage the drive gear.
2. Turn the large gear until the actual time of day is at the time of day pointer.
3. Release the red button to again engage the drive gear.

### 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.



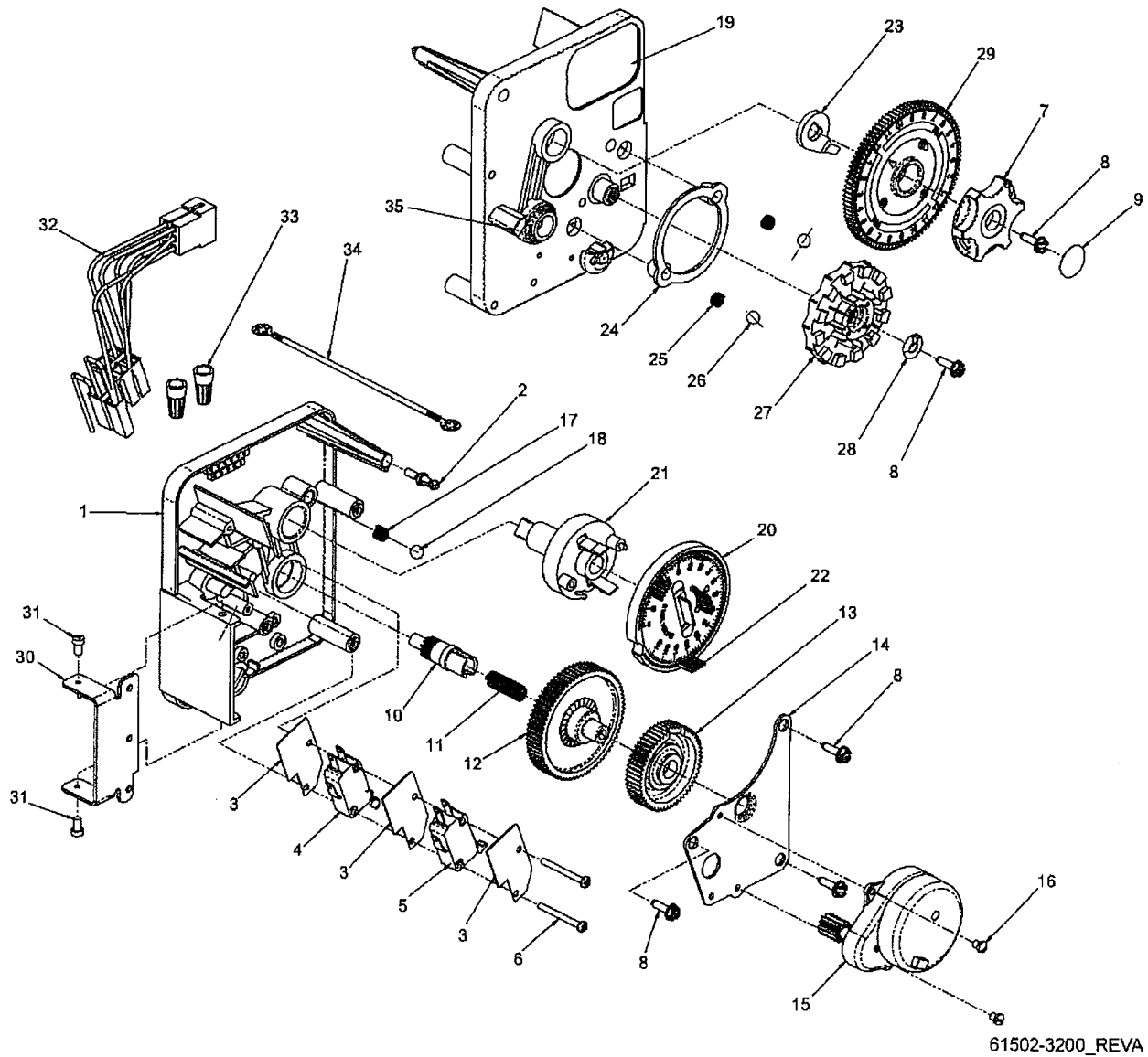
3200 ADJUSTABLE REGENERATION TIMER

**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 .....	13870.....	Housing, Timer, 3200
2.....	1 .....	14265.....	Clip, Sping
3.....	3 .....	14087.....	Insulator
4.....	1 .....	10896.....	Switch, Micro
5.....	1 .....	15320.....	Switch, Micro, Timer
6.....	2 .....	11413.....	Screw, Pan Hd Mach, 4-40 x 1-1/8
7.....	1 .....	13886.....	Knob, 3200
8.....	5 .....	13296.....	Screw, Hex Wsh, 6-20 x 1/2
9.....	1 .....	11999.....	Label, Button
10.....	1 .....	13018.....	Pinion, Idler
11.....	1 .....	13312.....	Spring, Idler Shaft
12.....	1 .....	13017.....	Gear, Idler
13.....	1 .....	13164.....	Gear, Drive
14.....	1 .....	13887.....	Plate, Motor Mounting
15.....	1 .....	18743-1 .....	Motor, 120V, 60Hz, 1/30 RPM, 5600
		19659-1 .....	Motor, 24V, 60Hz, 1/30 RPM
16.....	2 .....	13278.....	Screw, Sltd Fillister Hd 6-32 x .156
17.....	1 .....	15424.....	Spring, Detent, Timer
18.....	1 .....	15066.....	Ball, 1/4", Delrin
19.....	1 .....	15465.....	Label, Caution
20.....	1 .....	19210.....	Program Wheel Assy
21.....	1 .....	13911.....	Gear, Main Drive, Timer
22.....	17 .....	41754.....	Pin, Spring, 1/16 x 5/8 SS, Timer
23.....	1 .....	13011.....	Arm, Cycle Actuator
24.....	1 .....	13864.....	Ring, Skipper Wheel
25.....	2 .....	13311.....	Spring, Detent, Timer
26.....	2 .....	13300.....	Ball, 1/4", SS
27.....	1 .....	14381.....	Skipper Wheel Assy, 12 Day
		14860.....	Skipper Wheel Assy, 7 Day
28.....	1 .....	13014.....	Pointer, Regeneration
29.....	1 .....	40096-24 .....	Dial, 12 AM Regen Assy, Black
		40096-02 .....	Dial, 2 AM Regen Assy, Black
30.....	1 .....	13881.....	Bracket, Hinger Timer
31.....	2 .....	11384.....	Screw, Phil, 6-32 x 1/4 Zinc
32.....	1 .....	13902.....	Harness, 3200
33.....	2 .....	40422.....	Nut, Wire, Tan
34.....	1 .....	15354-01 .....	Wire, Ground, 4"
35.....	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.

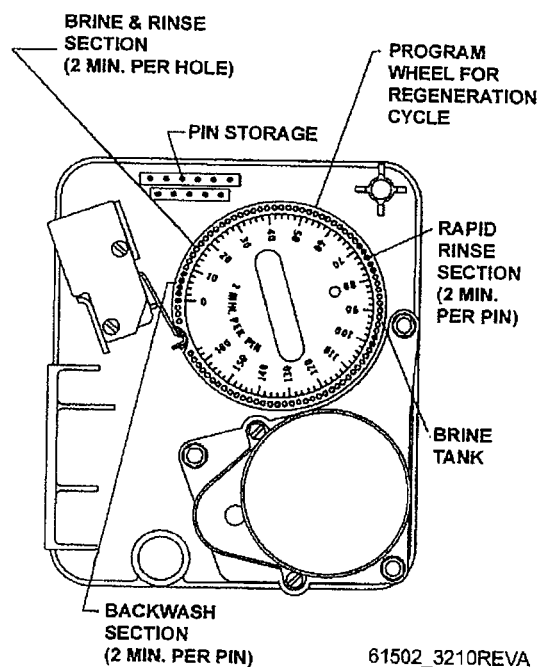


Figure 4

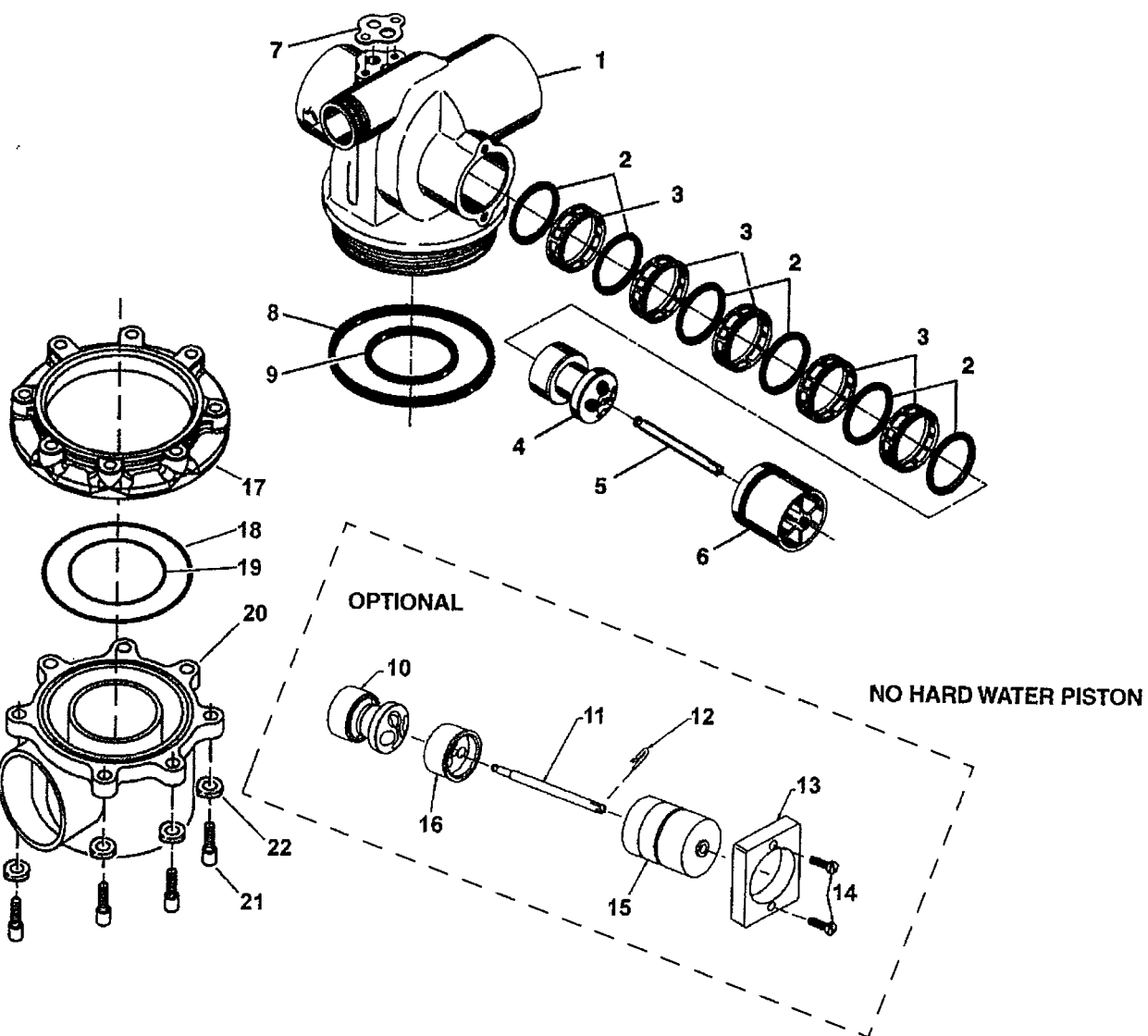
#### How To Change The Length Of Rapid Rinse:

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**

<b>Item No.</b>	<b>Quantity</b>	<b>Part No.</b>	<b>Description</b>
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

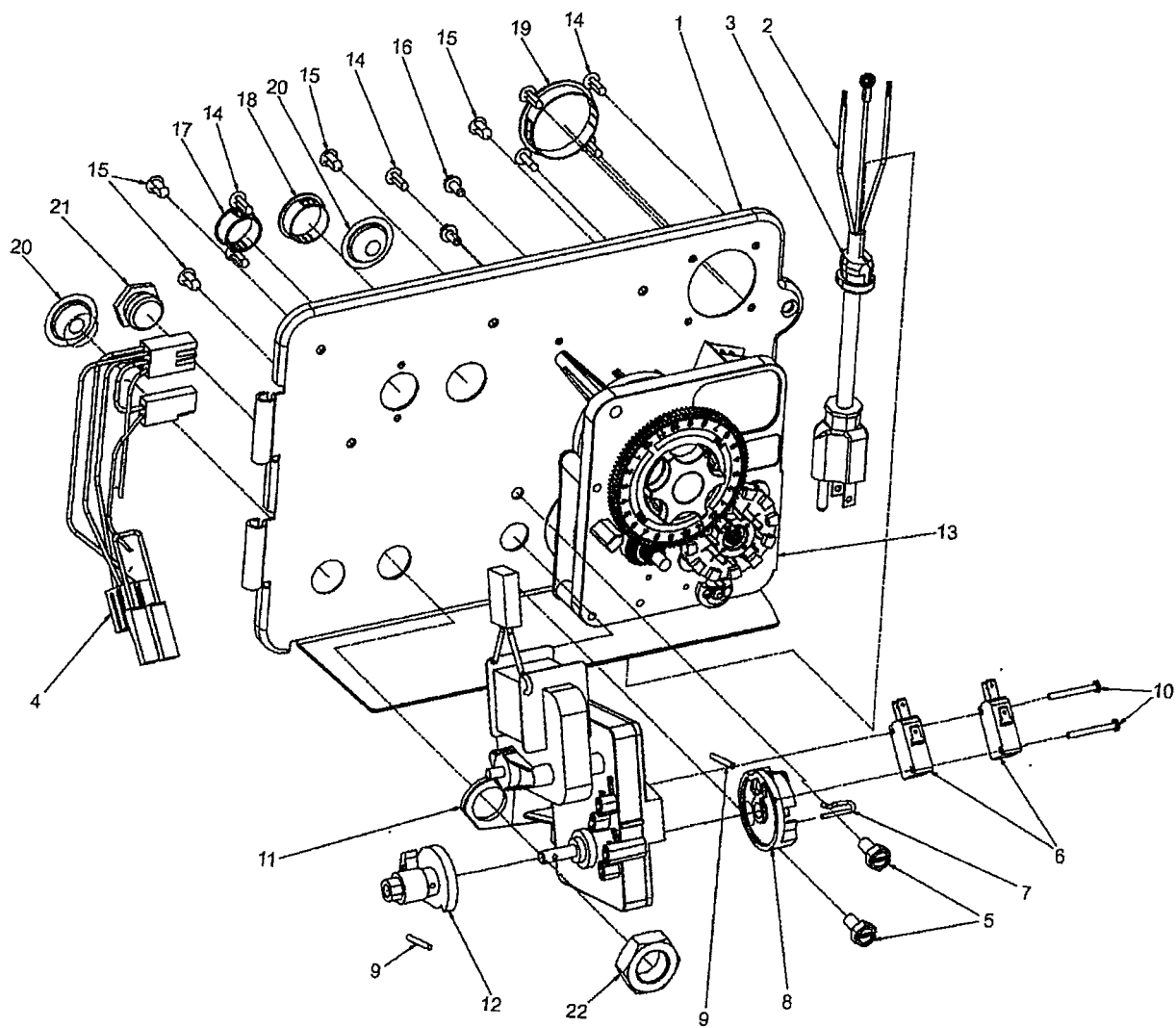
### **Optional Side Mount:**

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 REV B

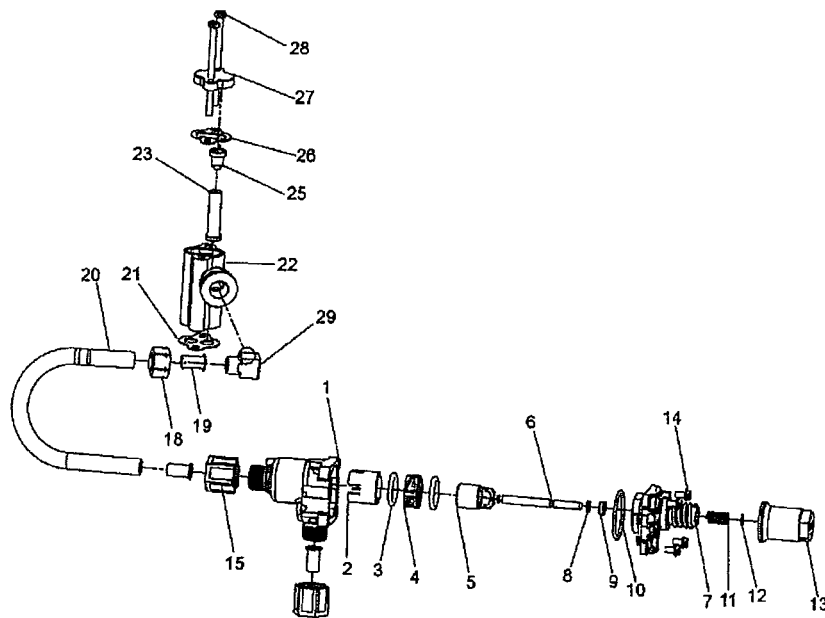
For Service Assembly Numbers, See the Back of this Manual

## **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**

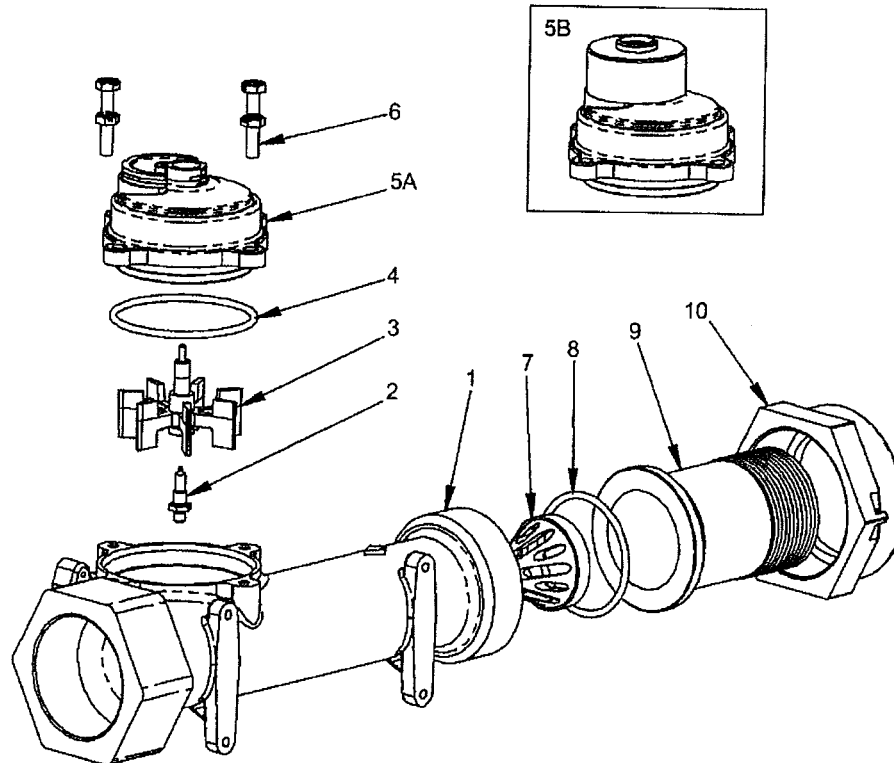
# 1710 Brine System Assembly



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

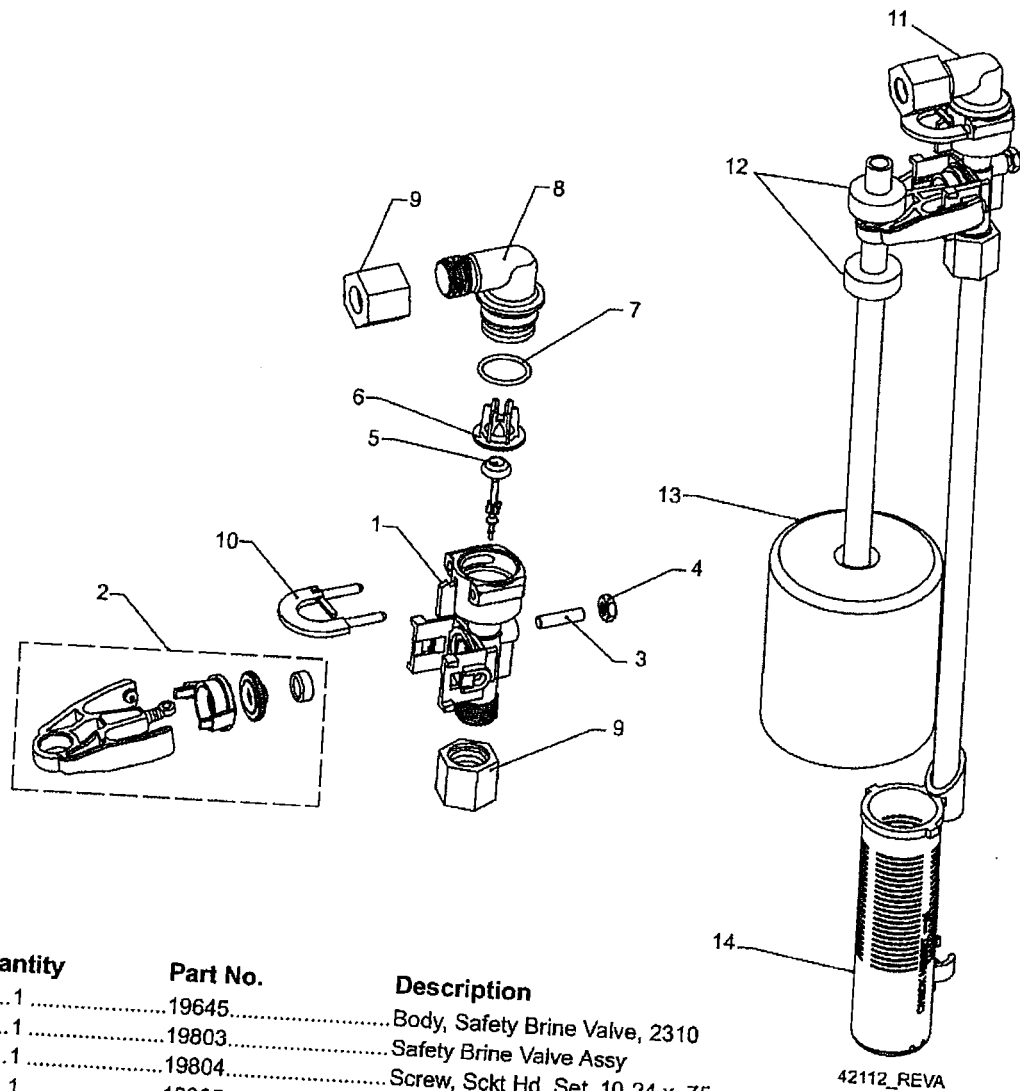
For Service Assembly Numbers, See the Back of this Manual

# 1-1/2" Meter Assembly



60610 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
<b>Not Shown</b>			
	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

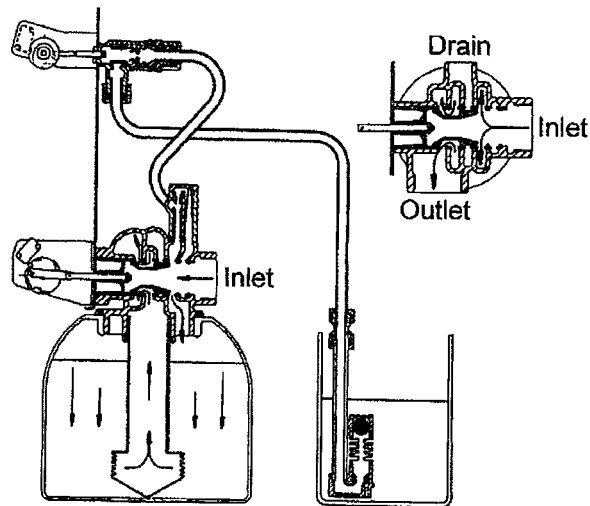


---

# Water Conditioner Flow Diagrams

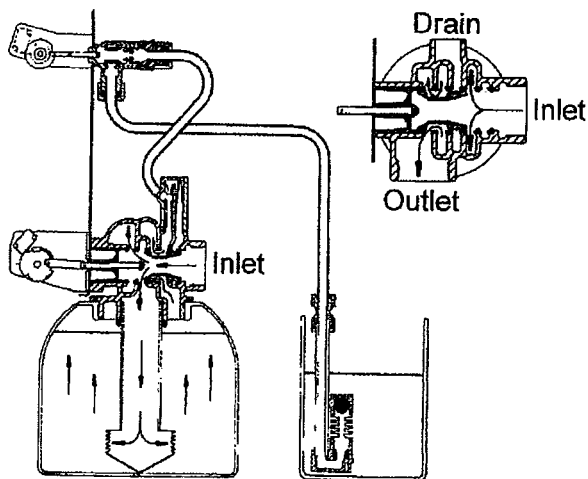
---

## 1 Service Position



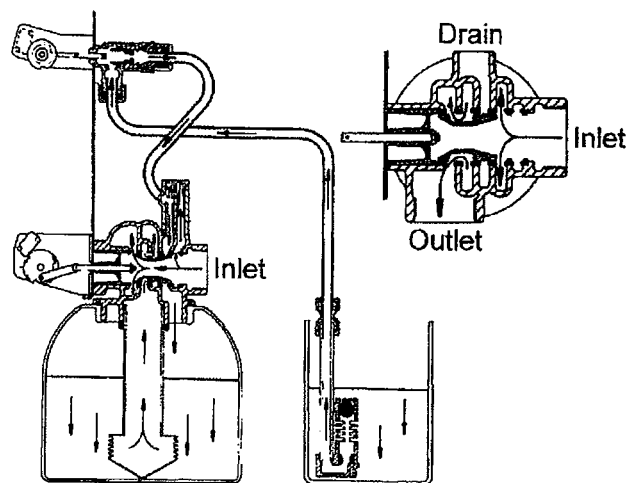
Hard water enters unit at valve inlet and flows down through the mineral in the mineral tank. Conditioned water enters center tube through the bottom distributor, then flows up through the center tube, around the piston, and out the outlet of the valve.

## 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



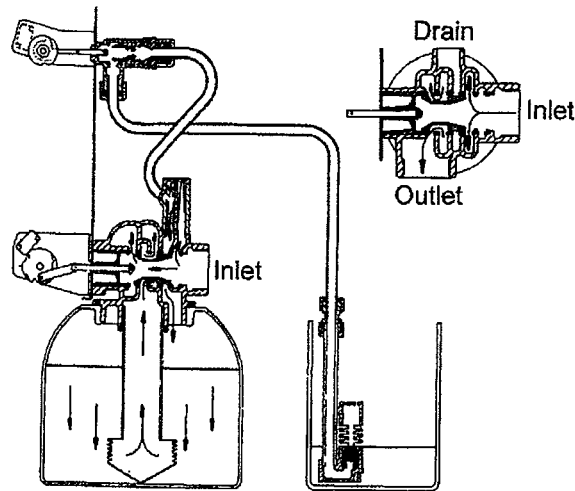
Hard water enters unit at valve inlet, flows up into injector housing and down through nozzle and throat to draw brine from the brine tank, brine flows down through mineral and enters the center tube through bottom distributor and out through the drain line.

---

## Water Conditioner Flow Diagrams

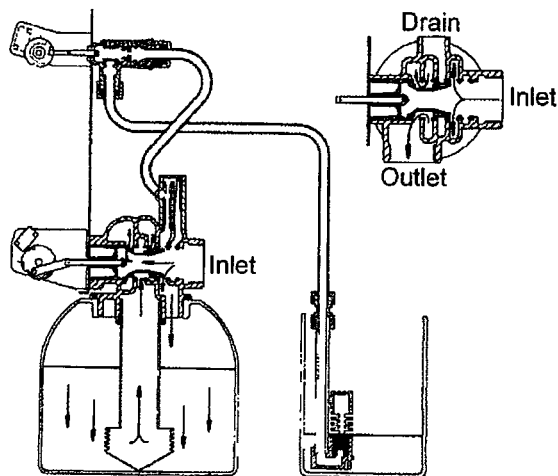
---

### 4 Slow Rinse Position



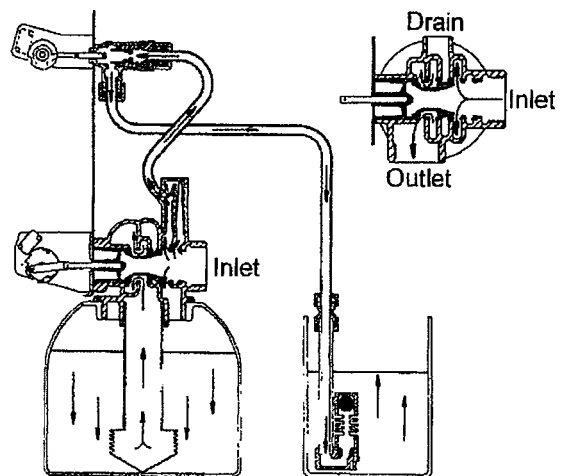
Hard water enters unit at valve inlet, flows up into injector housing and down through nozzle and throat, around the piston, down through mineral, enters center tube through bottom distributor, flows up through center tube, around piston and out through drain line.

### 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

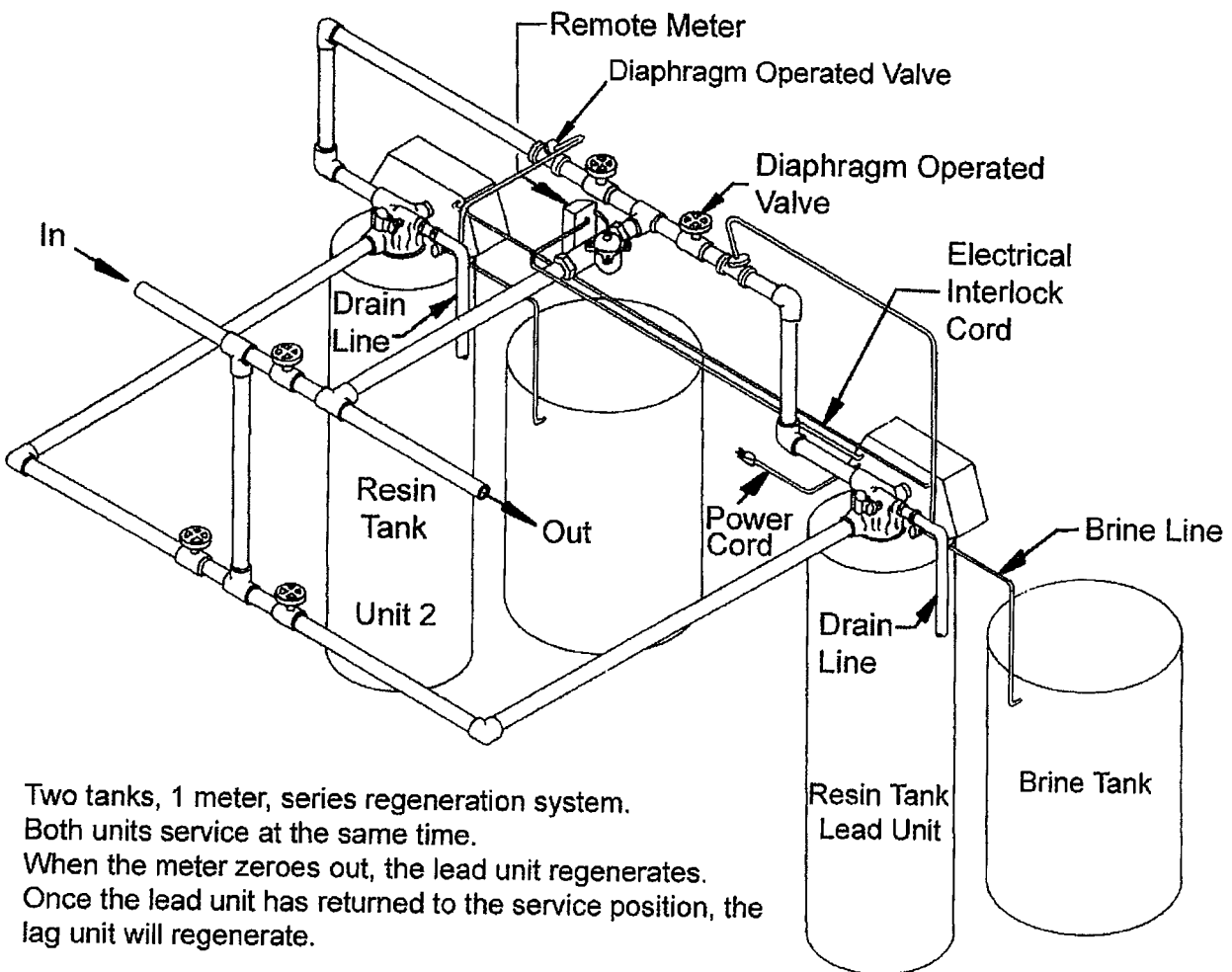


Hard water enters unit at valve inlet, flows up through the injector housing, through the brine valve to refill the brine tank.

---

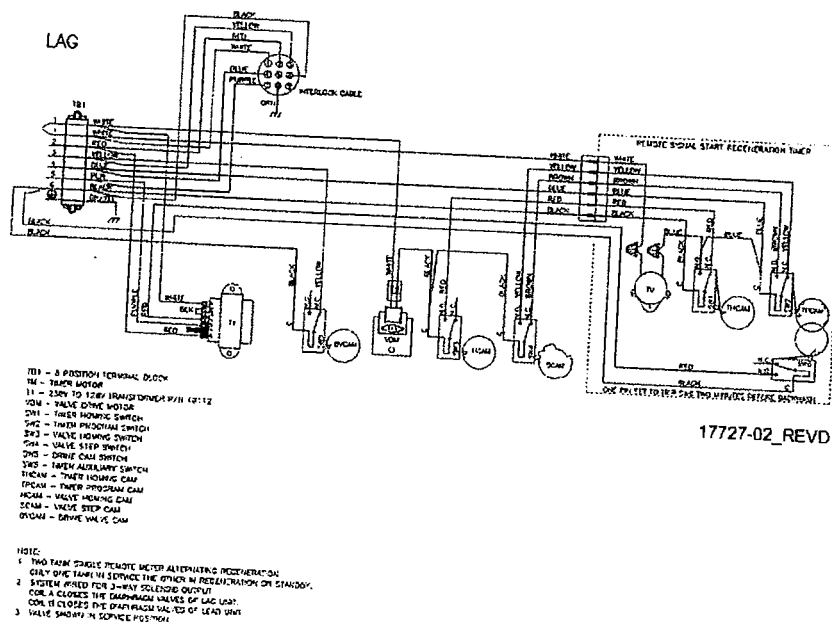
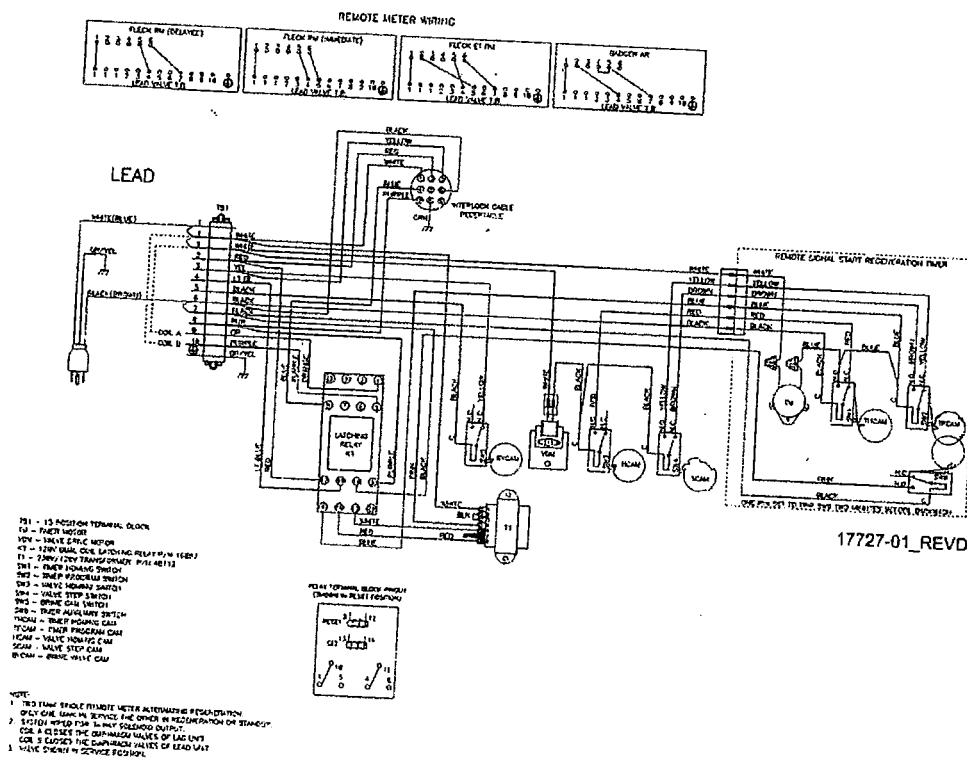
## ***System #6 - Twin Series Regeneration Installation with a Remote Meter***

---



# System #7 - Alternating Regeneration

## 24V / 120V / 3-Way Solenoid Output Valve Wiring



---

## 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**

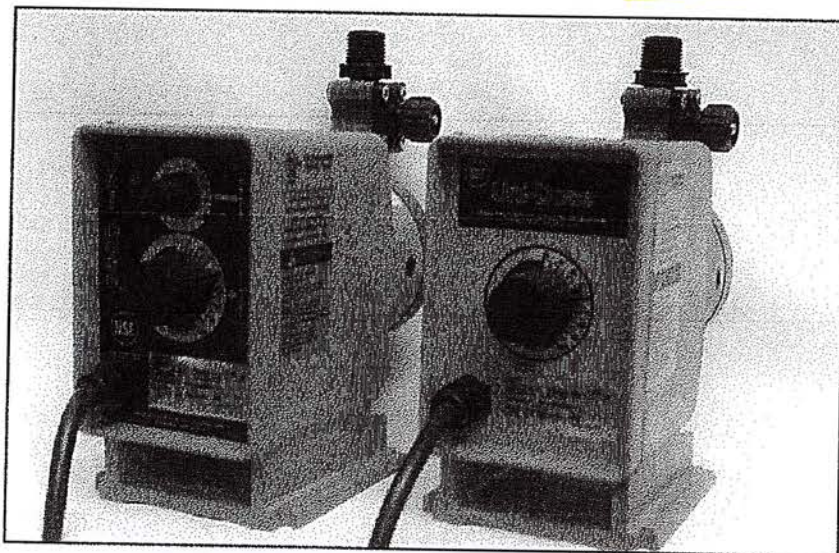
**LMI**  
**CHLORINE INJECTION PUMP**  
**0-1 GPH**



# 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!**

# Uni-Dose®

© 2001 Milton Roy USA - All Rights Reserved  
Printed in USA  
Specifications subject to change without notice.

501 Highland Road  
Lyndale, PA 16864 USA  
TEL: (215) 293-0400  
FAX: (215) 293-0445  
<http://www.miltonroy.com>

Replaces Rev. F 7/01  
1689 Rev. G 4/10

# Configuration Data

Model **U04** **1** **281** **TT**

# Data Sheet

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

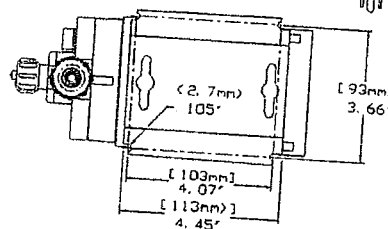
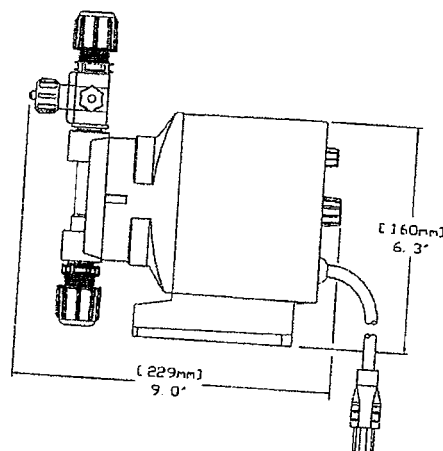
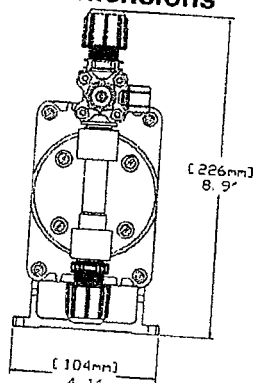
6 -- 240-250 VAC, Aust./NZ Plug

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)

© 2003 Milton Roy USA - All Rights Reserved  
Printed in USA  
Specifications subject to change without notice.

Liquifram, Flexiprene, Uni-Valve are trademarks of Milton Roy Company  
Uni-Dose is a registered trademark of Milton Roy Company

**1" WATER METER  
INSTALLED ON 2014**



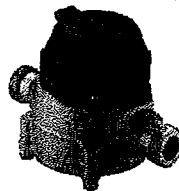
**Badger Meter**

## Recordall® Disc Series Meters

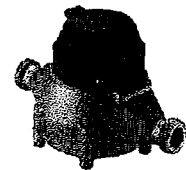
Lead-Free Bronze Alloy, Models LP, 25, 35, 55, & 70



Model LP—5/8", 5/8" x 3/4"



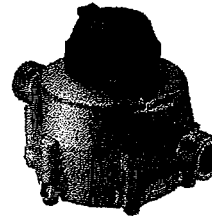
Model 25—5/8", 5/8" x 3/4"



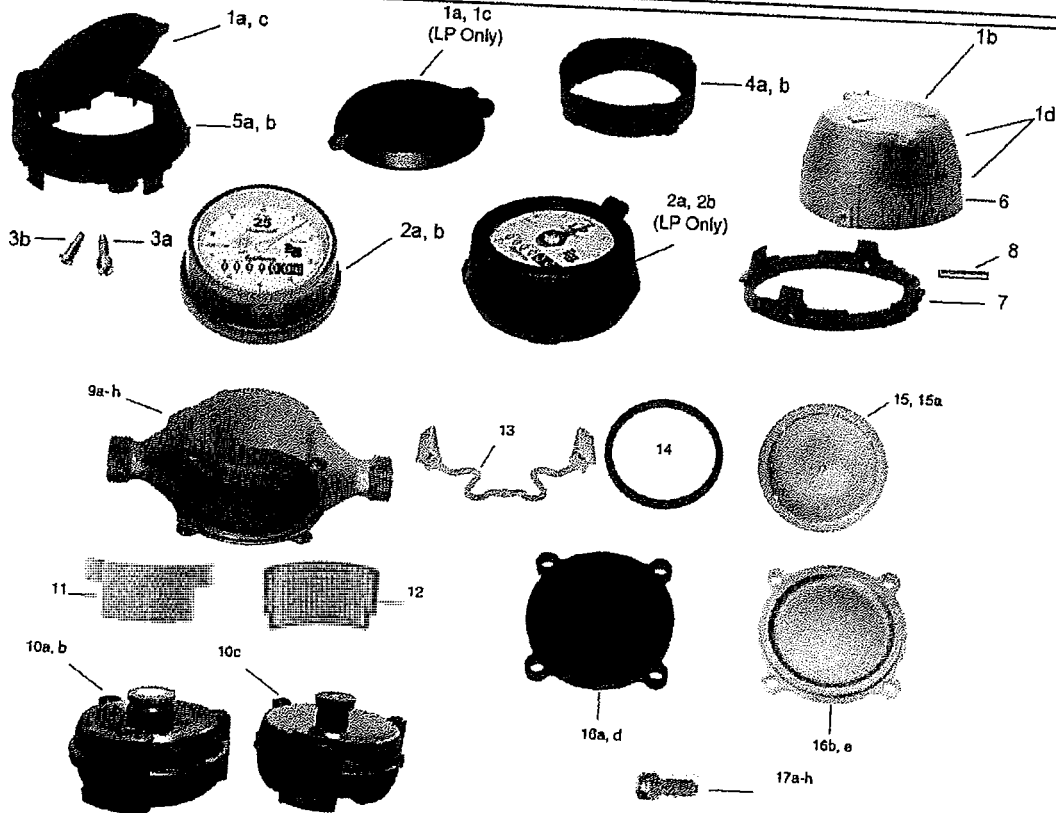
Model 35—3/4"



Model 55—1"



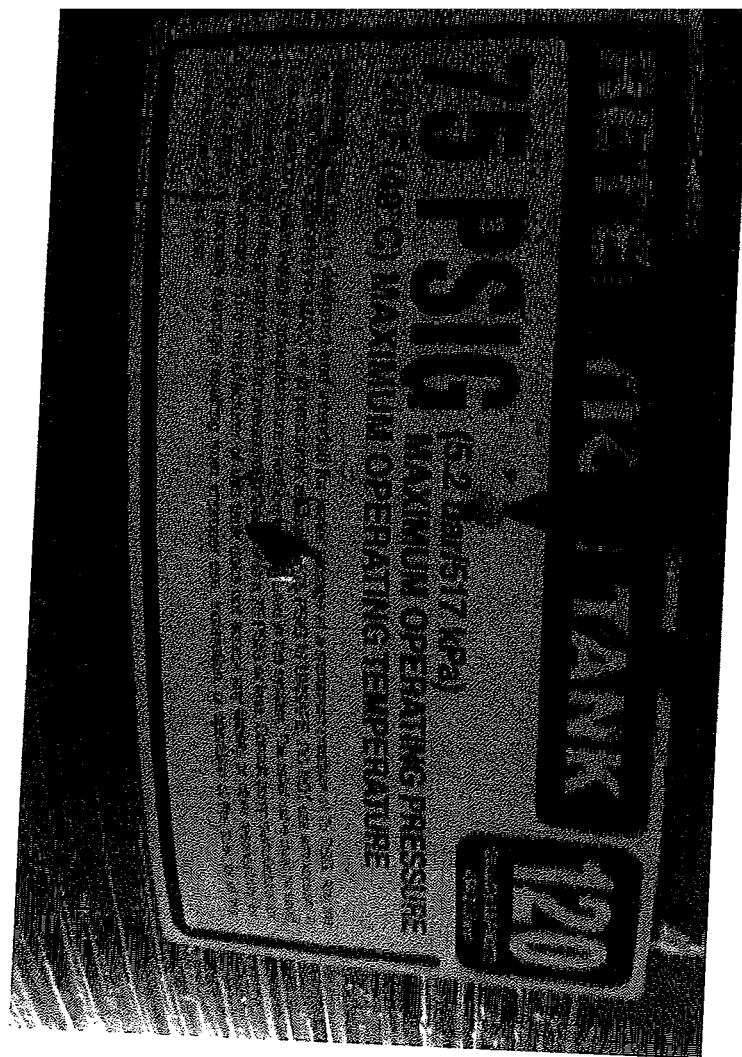
Model 70—1"



RDM-PS-00054-EN-04 (May 2013)

## Parts List

# PENTAIR CONTACT TANK









This page  
intentionally left blank



## AND EXPANSION STEEL TANKS





Drinking Water  
NSF/ANSI 61

**153579**

MOD.

**PS85 – T52**

CODE

**001J09H**

**0410**

**Drawdown – Gallons (Liters)**  
**Qté d'eau soutirée – gallons (litres)**  
**Aspiración adicional – galónes (Litros)**

20-40 PSI (138 - 276 kPa)	30 - 50 PSI (207 - 345 kPa)	40 - 60 PSI (276 - 414 kPa)
<b>30.0 (113.6)</b>	<b>26.0 (98.4)</b>	<b>22.0 (83.3)</b>

**Tested to 100 psiG**

Ph. 262-728-5551

Pression de  
Risque d'ex  
blessures a  
utilisé.  
La pression  
est toujours  
souple de  
réservoir.  
La soupape  
dissiper tou  
100 lb/po'.  
Consulter u  
les informat  
Le réservoir  
une condui



Presión peli  
Peligro de ex  
saveras en ca  
manera inco  
Presión máx  
momento: 100  
válvula de se  
tanque. La vá  
presión a 100  
Para informac  
consulta al má  
El tanque só  
sistemas de ag  
No permita que  
tubería, se con



# BOOSTER STATION



---

# JS+ J5S, J5SH, J7S, J10S, J15S

SHALLOW WELL JET PUMPS - 1/2, 3/4, 1 AND 1 1/2 HP

---

 **GOULDS**  
WATER TECHNOLOGY  
a xylem brand

## 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: 1¼" NPT suction and 1" NPT discharge
- Pressure switch: AS4 preset (30-50 PSI).

#### Motor:

- NEMA standard
- 60 Hz
- ½ – 1½ 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



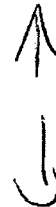
Underwriters Laboratories®

### MODEL INFORMATION

CSA Listed Order No.	U.L. Listed (Indoor use)® Order No.	HP
J5S	J5SUL	½
J5SH	J5SHUL	½
J7S	J7SUL	¾
J10S	J10SUL	1
J15S	J15SUL	1½

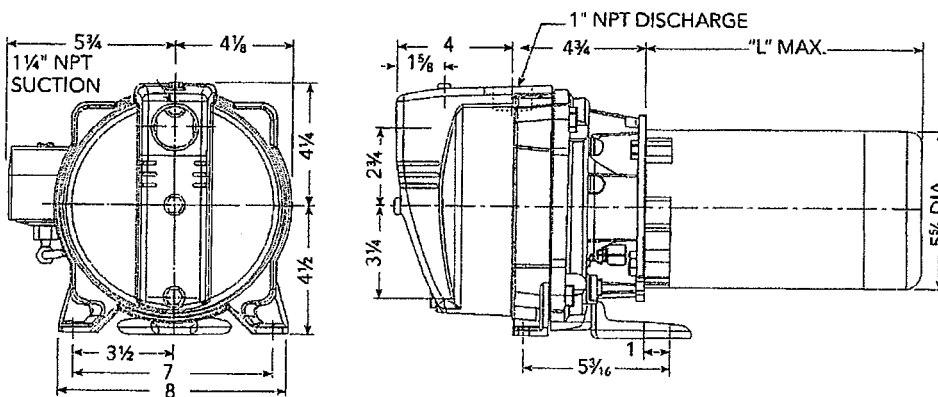
### SHALLOW WELL PERFORMANCE RATINGS

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



### DIMENSIONS AND WEIGHTS

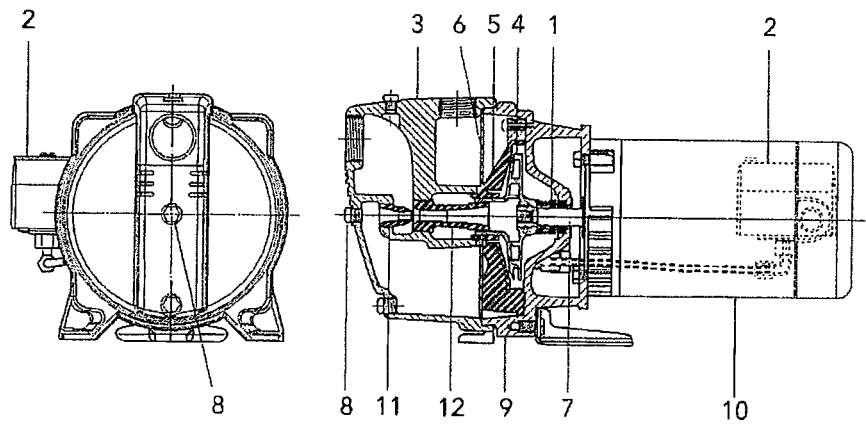
Model	J5S	J5SH	J7S	J10S	J15S
Wt. (lbs.)	43	43	47	50	60
Length	17¼	17¼	18¼	18¼	19¼
Width	9⅞				
Height	8¾				
HP	½	½	¾	1	1½
"L" Max.	8½	8½	9½	10	10½



(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](http://www.gouldswatertechnology.com)

Goulds is a registered trademark of Goulds Pumps, Inc. and is used under license.  
Noryl and Lexan are trademarks of GE Plastic.  
© 2012 Xylem Inc. BJS+ R1 June 2013



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 - 60 PSI (276 - 414 kPa)
<b>30.0 (113.6)</b>	<b>26.0 (98.4)</b>	<b>22.0 (83.3)</b>

**Tested to 100 psiG**

Ph. 262-728-5551

Pression d'  
Risque d'  
blessures  
utilisé.

La pression  
est toujours  
souple de  
réservoir.

La soupape  
dispose de  
100 lps.

Consultez  
les informations

Le réservoir  
une conduite

Pression de  
Pulvérisation  
severité en  
réservoir

Pression de  
réservoir 10  
Vitesse de  
réservoir. La  
réservoir à 100

Pour l'information  
réservoir de la

Il s'agit d'un  
réservoir de  
réservoir de  
réservoir de



## BASIC SURVEY INFORMATION

Water System Name: Sawgrass Recreation ParkDate(s) Surveyed: April 05, 2018Survey Inspector(s): Andrew Frongello, Pedro StiassniPerson(s) Contacted: Mike Soverns, Leo D'Angelo

## CONTACT INFORMATION

PWS ID: 4061271 System (Office) Address: 1006 US Highway 27, Weston, FL, 33327Phone: (954) 389-8464 Cell: (954) 495-5089 Email/Fax: msoverns@evergladestours.com

**OWNER** Owner Name: Mike Soverns Title: Owner  
 Address: 1006 US Highway 27 City: Weston State: FL Zip: 33327  
 Owner Phone: (954) 389-8464 Cell: (954) 495-5089 Email/Fax: msoverns@evergladestours.com

**OPERATOR** Operator Name: Leo D'Angelo / All Water Services Lead Operator Class & Certification Number: 8078 A  
 Address: 242 Button Bush Lane City: Wellington State: FL Zip: 33414  
 Phone: (321) 960-9975 Cell: (321) 960-9975 Email or Fax: N/A

## SYSTEM CHARACTERISTICS SUMMARY

**SOURCES** Ground ☒ Surface ☐ Name of Surface Source(s): N/A

**TREATMENT** Number of Plants: 1 ☐Aeration ☐Coagulation ☒Disinfection ☐Filtration ☐Flocculation  
☐RO ☐Softening ☐Stabilization ☐Corrosion Control

**Comment** 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

**CAPACITY DATA** System Design: 14,400 GPD Primary Limiting Factor: Well pump @ 10 GPM High Service Pumps: N/A

Routinely utilized interconnections? ☐Yes ☒No If routinely used, what is hydraulic capacity? N/A

Max: 2,070 GPD 25% Max: 518 GPD Average: 1160 GPD Last survey max: 9,970 GPD

**CAPACITY COMPLIANCE** Max daily demand is less than 75% of design capacity? ☒Yes ☐No Comment Max recorded July 2017

Storage capacity more than 25% of max daily demand? ☐Yes ☒No Comment Storage cap. = 370 gal

Firm capacity more than average (avg) daily demand? ☒Yes ☐No Comment None.

Standby/avg power capacity more than avg daily demand? ☐Yes ☐No Standby power capacity: Unknown GPD

**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 ☐ NoAre all chemical feed systems tied to flow? ☒ Yes ☐ NoAre dusty and dry chemicals and feed equipment housed separately? ☐ Yes ☐ No ☒ N/AFacilities & chemicals properly labeled? ☒ Yes ☐ NoCorrosive vapors properly controlled? ☒ Yes ☐ No

INJECTION POINTS	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
HYPOCHLORINATION	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.	

DISINFECTANT RESIDUALS	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	
FEMIN REMOVAL	Comment	
	1) Chlorine was confirmed as corrected via re-inspection conducted on April 11, 2018.	
	What treatment process is used? None.	
SOFTENING	What chemicals are used? None.	
	Comment	
SOFTENING	Why is softening being used? N/A	
	Comment	
	1) System does not utilize this treatment.	



**SOURCE****GROUNDWATER QUANTITY, QUALITY, AND PROTECTION**

Total Source Capacity exceeds Maximum Daily Demand? ☒ Yes ☐ No  
 Any unused or improperly abandoned wells within system? ☐ Yes ☒ No  
 Does the system have an emergency spill response plan? ☐ Yes ☒ No

Firm capacity exceeds Average Daily Demand? ☒ Yes ☐ No  
 System has a well head protection program? ☐ 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	
	Diameter of casing	2 inches	
	Pump type	Main (Jet pump) - WEG PCJ110	
	Horsepower	1 HP	
	Rated capacity (GPM@PSI)	10 GPM @ 40 psi	Backup (Jet pump) - Flotec FP4022-10
CAPACITIES	Observed Yield? (GPM@PSI)	Unknown	8 GPM @ 40 psi
	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	
SITE	Raw water tap compliant?	Yes	
	Well head sealed?	Yes	Yes
APPURTENANCES	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	
	1) Well head/casing is buried. System is unable to provide unknown information regarding the well.		
	2) Provide 'unknown' information relating to observed yield of well pumps.		
	3) Flotec well pump not in operation during inspection.		

**DISTRIBUTION**

PUMPS	Flush Frequency: <input type="checkbox"/> at least quarterly <input type="checkbox"/> per written plan <input type="checkbox"/> Other: None.
	Maximum Pressure 50
	Valve Maintenance Program Compliant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Minimum Pressure: 35
Comment	# of inline valves: 2
	How often exercised? N/A

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						
COMPONENTS	Watertight roof/hatch?	Yes	Yes						
	Venting/screens compliant?	Yes (bleeder valve)	Yes						
	Overflow compliant?	N/A	N/A						
	Level/PSI indicator compliant?	Yes	Yes						
	Drain & bypass installed?	No	Yes (just drain)						
INSPECT	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						
CONTROLS	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						
	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**

PLANS	SOP	PARAMETERS
Written available required monitoring plans? <input type="checkbox"/> Bacteriological <input type="checkbox"/> DBP <input type="checkbox"/> Pb/Cu and WQP <input type="checkbox"/> Other: <u>Plan not available.</u>	Monitoring program maintained and followed per rule? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Records retention compliant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is testing required monitoring equipment compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Proper procedures for calibrating monitor equipment? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are the reagents in date? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Parameters currently monitored: <input checked="" type="checkbox"/> Chlorine <input type="checkbox"/> pH <input type="checkbox"/> F <input type="checkbox"/> PO4 <input type="checkbox"/> Fe <input type="checkbox"/> H2S <input type="checkbox"/> Turbidity <input type="checkbox"/> Other: <u>None.</u>	Any monitoring & reporting, treatment techniques, or MCL problems? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are records maintained per the FDEP <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Violation</b>		<b>Follow-up Date</b>
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**

DISTRIBUTION	PLANT
Plant Category/Class: <u>Category 5, Class D</u>	Lead operator class compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Treatment O&M log type: <u>Hardcover log book</u>	Number of plant operators: <u>2</u>
Distribution category: <u>Category II</u>	Approved for reduced staffing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Distribution O&M log type: <input type="checkbox"/> Paper <input type="checkbox"/> Approved Electronic <input checked="" type="checkbox"/> In Plant Log Book	Is the log compliant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are all licenses valid? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Does staffing meet requirements of 62-699, FAC? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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.	



**DETERMINATIONS**Areas 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. <b>**Corrected via reinspection on April 11, 2018**</b>	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.**

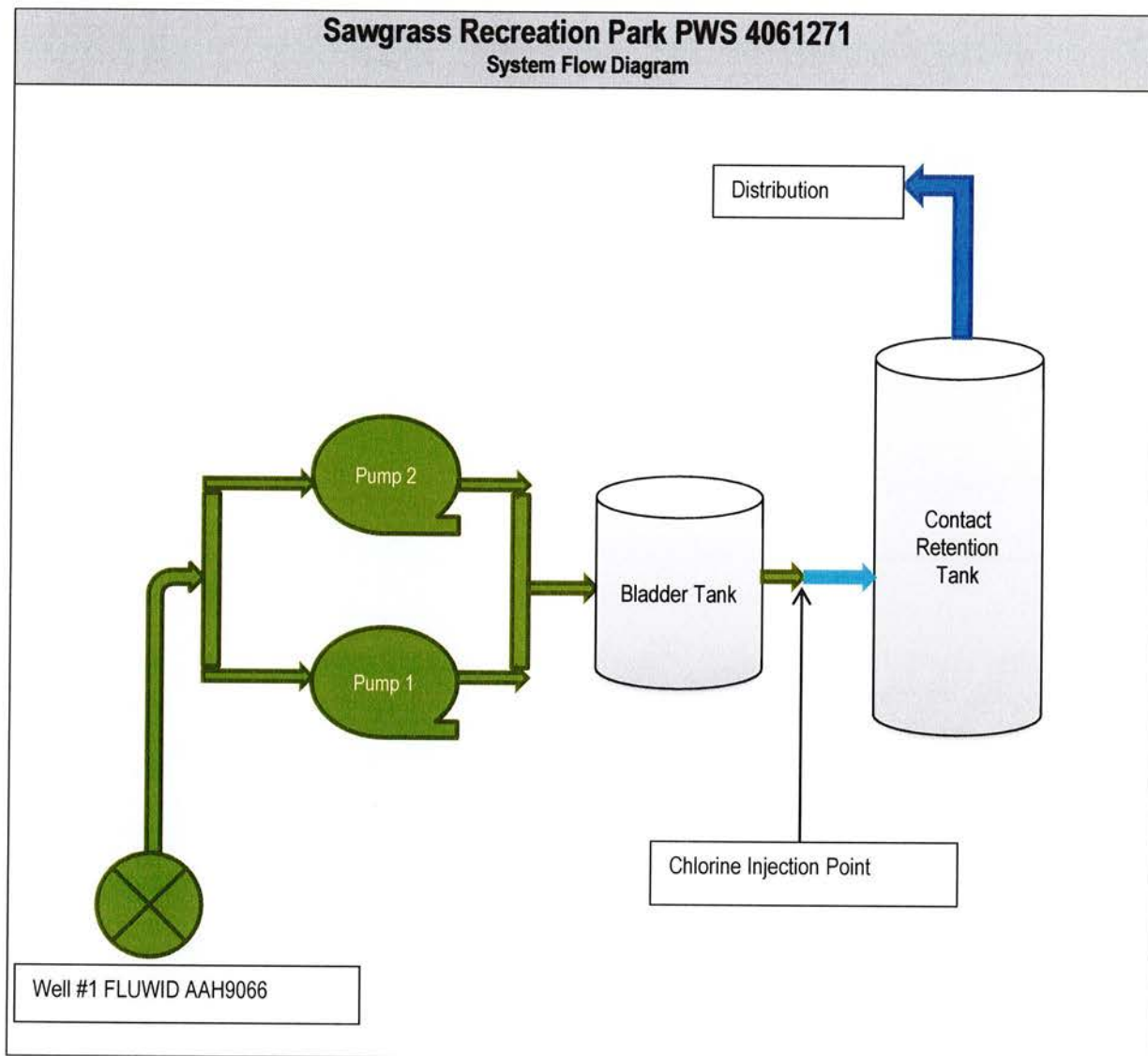
4. **No bacteriological sampling plan.** Chapter 62-550.518(1), FAC requires all public water suppliers to have a current bacteriological sampling plan available for review and possible revision, on the occasion of a sanitary survey conducted by the Department. The plan should be representative of the 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. Provide unknown information in report:
  - a. Standby power capacity in gallons per day
  - b. 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.

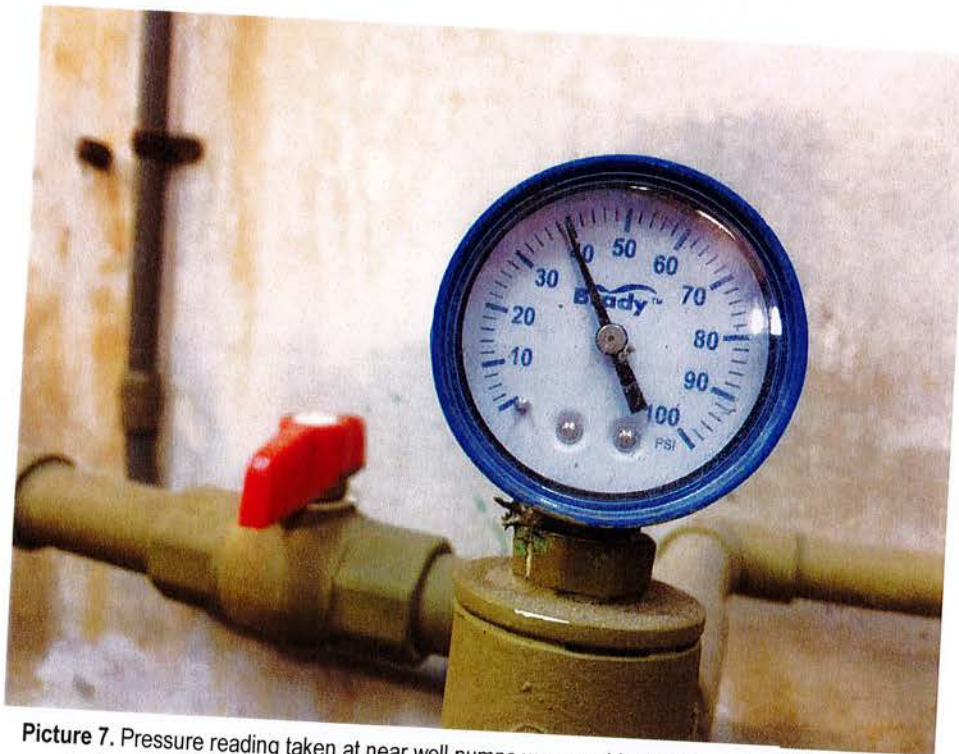




**Picture 5.** Pressure reading taken from hose bibb on south corner of main building showed an upper gauge pressure of 44 psi.



**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.

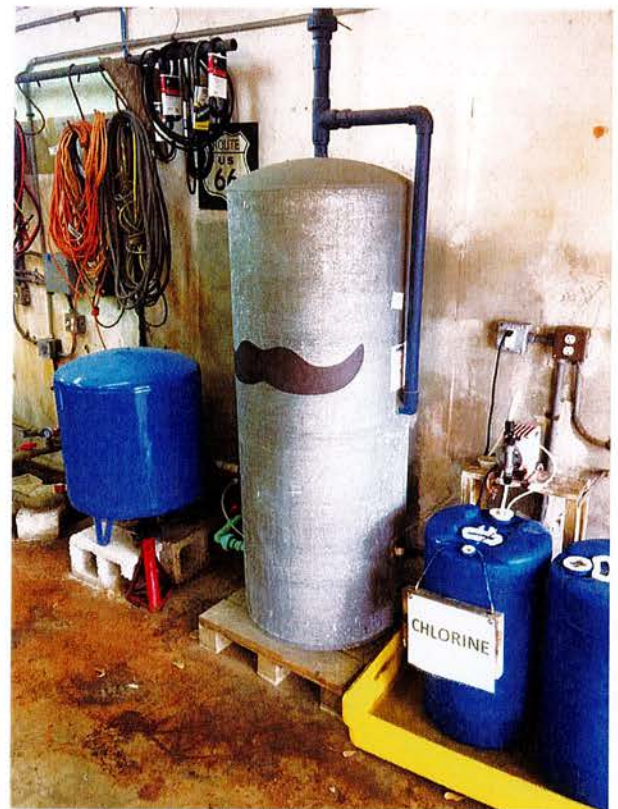


**Picture 7.** Pressure reading taken at near well pumps was roughly 40 psi.





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 is not properly color-coded.

# Bacteriological Sampling Plan

SAWGRASS RECREATION PARK

System Name: PWS ID# 4061271

System Type: DRINKING WATER

ID Number: 4061271

List of Sample Sites:

A. BATHROOM F. \_\_\_\_\_

B. FOOD TRUCK G. \_\_\_\_\_

C. Well H. \_\_\_\_\_

D. \_\_\_\_\_ I. \_\_\_\_\_

E. Well - Raw Water Sample Tap

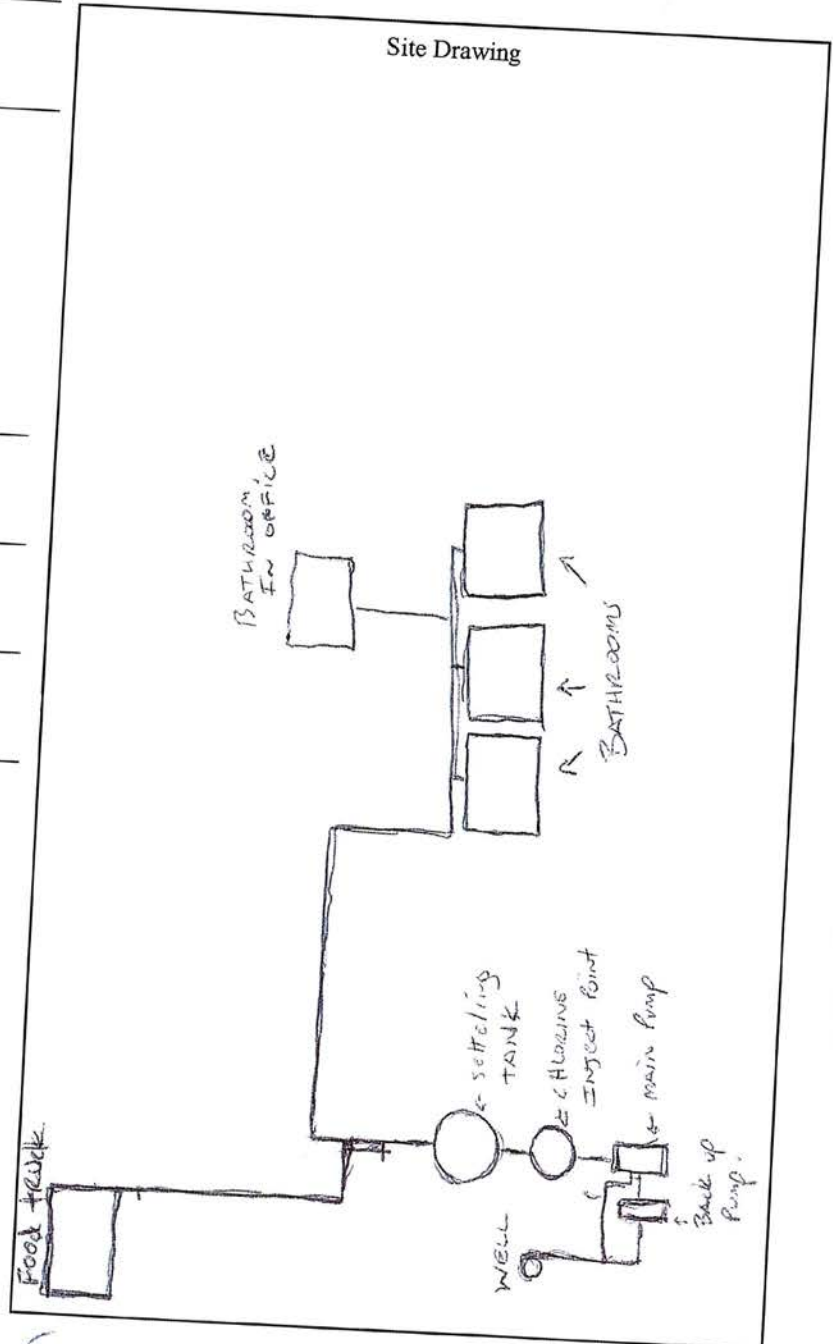
Sample Site Rotation and Frequency

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'Angelo / Mike Sovereis  
Date: 3/27/2015  
Title: 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  
**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**














<b>State of Florida</b> <b>Department of Environmental Protection</b>	
<b>ISSUED: 3/22/2015</b>	<b>LICENSE NO.: 0008087</b>
THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.	
<b>VALID UNTIL: 4/30/2017</b>	
<b>LEONARDO DANGELO</b>	
<b>RICK SCOTT</b>	<b>JONATHAN P. STEVERSON</b>
<b>GOVERNOR</b>	<b>SECRETARY</b>
<b>DISPLAY IS REQUIRED BY LAW</b>	

# 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](http://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:**

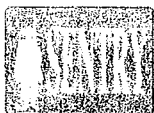
☐ Please check the box and return this portion of the bill to this office if you would prefer a paper copy of your Annual Water Quality Report delivered to your home.

#### **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.XXXXXXXXXXXXXX/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 24<sup>th</sup> Street, Fort Lauderdale, FL 33315 - 2643  
PHONE: 954-467-4700 • <http://broward.floridahealth.gov/>  
[www.FloridaHealth.gov](http://www.FloridaHealth.gov)





# 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 <sub>2</sub> 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.**



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.

## 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

**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/m<sup>3</sup> as inhalable dust; 5 mg/m<sup>3</sup> as respirable dust

**PEL:** 10 mg/m<sup>3</sup> as inhalable dust; 3 mg/m<sup>3</sup> 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:**

**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

**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.**

HACH COMPANY ©2015

**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

---

## 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.



**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 (NZIoC) 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.

**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.**

HACH COMPANY ©2015

**ALLIED UNIVERSAL CORPORATION**Headquarters: 3901 NW 115<sup>th</sup> 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 &amp; 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 Cl<sub>2</sub>STEL (OSHA): 3 ppm as Cl<sub>2</sub>TLV (ACGIH): 0.5 ppm as Cl<sub>2</sub>TWA (ACGIH): 0.5 ppm as Cl<sub>2</sub>WEEL (AIHA): 2 mg/m<sup>3</sup>, 15 minute TWA as Cl<sub>2</sub>STEL (ACGIH): 1 ppm as Cl<sub>2</sub>

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 <sub>2</sub> solution), 7 F (10% w/w Cl <sub>2</sub> solution), -3 F (12% w/w Cl <sub>2</sub> 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 <sub>2</sub> solution), 1.163 (10% w/w Cl <sub>2</sub> solution), 1.202 (12% w/w Cl <sub>2</sub> solution), 1.25 (15% w/w Cl <sub>2</sub> solution)
Molecular Weight:	74.5

**SECTION 4 STABILITY & REACTIVITY DATA**

Chemical Stability	Stable <u>X</u>	Unstable _____
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.		
<b>Hazardous Decomposition or Byproducts:</b> 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.		
<b>No Mechanical Shock or Impact</b>	<b>No Static Discharge</b>	<b>Oxidizer: No if &lt;12% by weight, Yes if &gt; than 12% by weight</b>
<b>Hazardous Polymerization</b>	<b>May Occur</b>	<b>Will Not Occur <u>X</u></b>

**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!**

<b>ROUTE(S) OF ENTRY AND POTENTIAL HEALTH EFFECTS</b>	<b>EMERGENCY &amp; FIRST AIDE PROCEDURES</b>
<b>INHALATION:</b> Strong irritant 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.	<b>If inhaled,</b> 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.
<b>SKIN CONTACT:</b> 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.	<b>If on skin or clothing,</b> 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.
<b>EYE CONTACT:</b> 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.	<b>If in eyes,</b> 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.
<b>INGESTION:</b> 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.	<b>If swallowed,</b> 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. <b>DO NOT INDUCE VOMITING, LAVAGE OR ACIDIC ANTIDOTES</b> unless told to do so by poison control center or medical physician. <b>DO NOT</b> 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

<b>Flash Point:</b> This product does not flash		<b>Flammable Limits (Lower):</b> Not Applicable	
<b>Flammable Limits (Upper):</b> Not Applicable		<b>Auto Ignition Temperature:</b> Not Applicable	
<b>Decomposition Temperature:</b> Not Applicable		<b>Rate of Burning:</b> Not Available	
<b>Explosive Power:</b> Not Available	<b>Sensitivity to Mechanical Impact:</b> Not expected to be sensitive to mechanical impact	<b>Sensitivity to Static Discharge:</b> Not expected to be sensitive to static discharge	
<b>Fire and Explosion Hazards:</b> 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.		<b>Extinguishing Media:</b> 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.	
<b>Fire Fighting Procedures:</b> Water spray should be used to cool containers and may be used to knock down escaping vapor. Remove storage vessels from the fire zone.		<b>Fire Fighting Protective Equipment:</b> 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

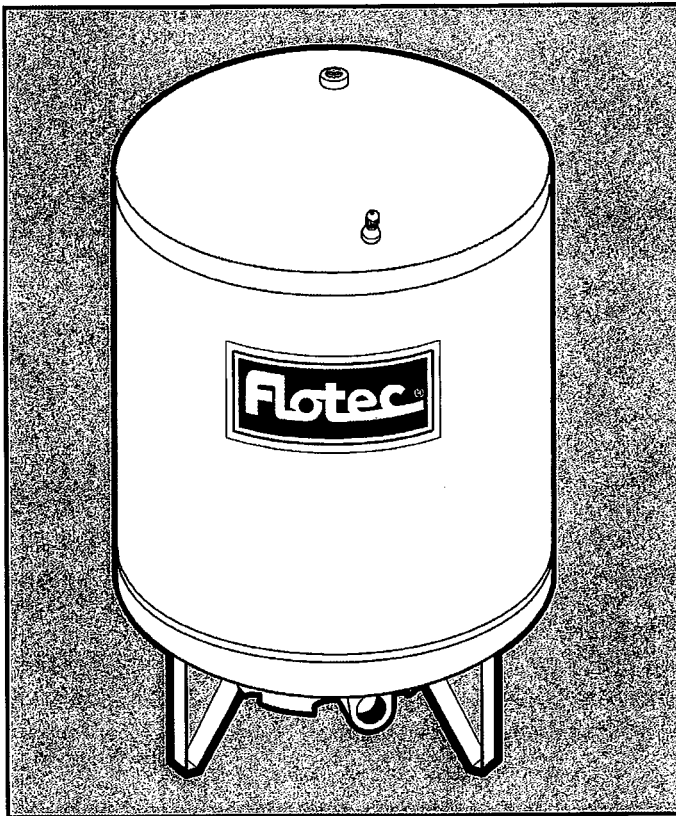
This information contained herein, while not guaranteed, is offered only as a guide to the handling of this specific material and has been prepared in good faith by product knowledgeable personnel. This information is not intended to be all-inclusive as to the manner and conditions of use, handling and 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.



**MODELS**

**FP7100**

**FP7100H**

**FP7110**

**FP7110T**

**FP7110TH**

**FP7120**

**FP7125**

**FP7130**

**FP7135**

**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.....Paginas 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.

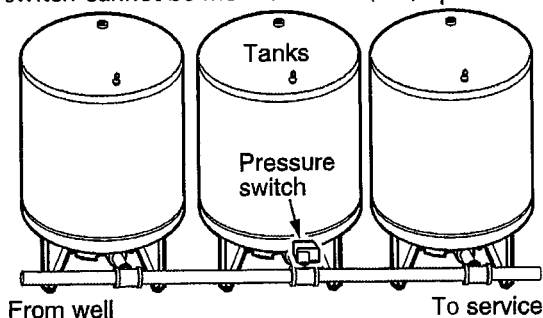
**NOTICE** Replace and tighten air valve cap after pressure is adjusted correctly. Failure to replace air cap may allow loss of air pressure and lead to tank waterlogging and bladder failure.

**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.

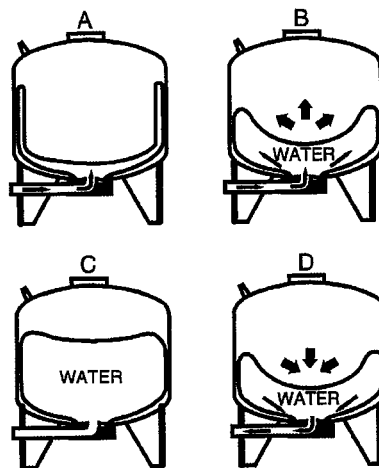


**Figure 1**

**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

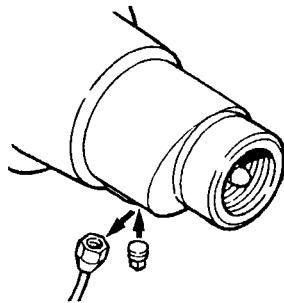
When replacing standard tank in a water system with pre-charged tank, no bleeder orifices or Air Volume Control (AVC) are required. When sizing a pre-charged tank to replace a standard tank, the tanks should have equivalent drawdowns.

**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!

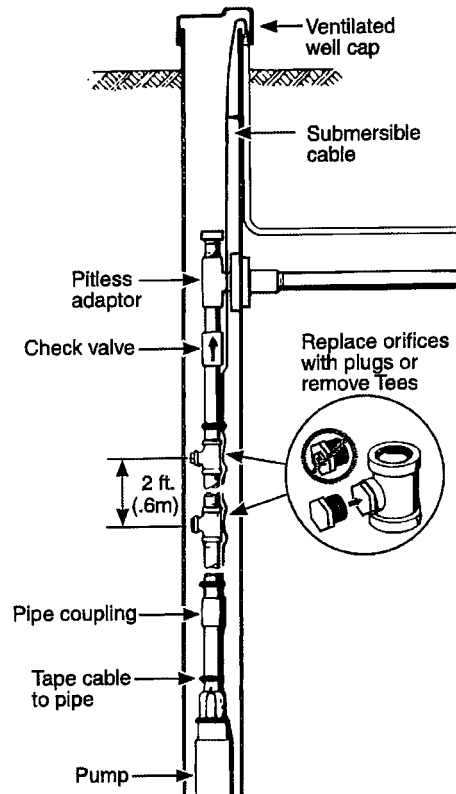
## Bleeder Orifices

**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**

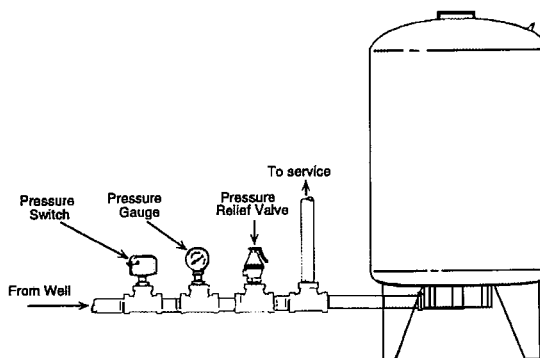
## Testing For Bladder Leakage

- 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

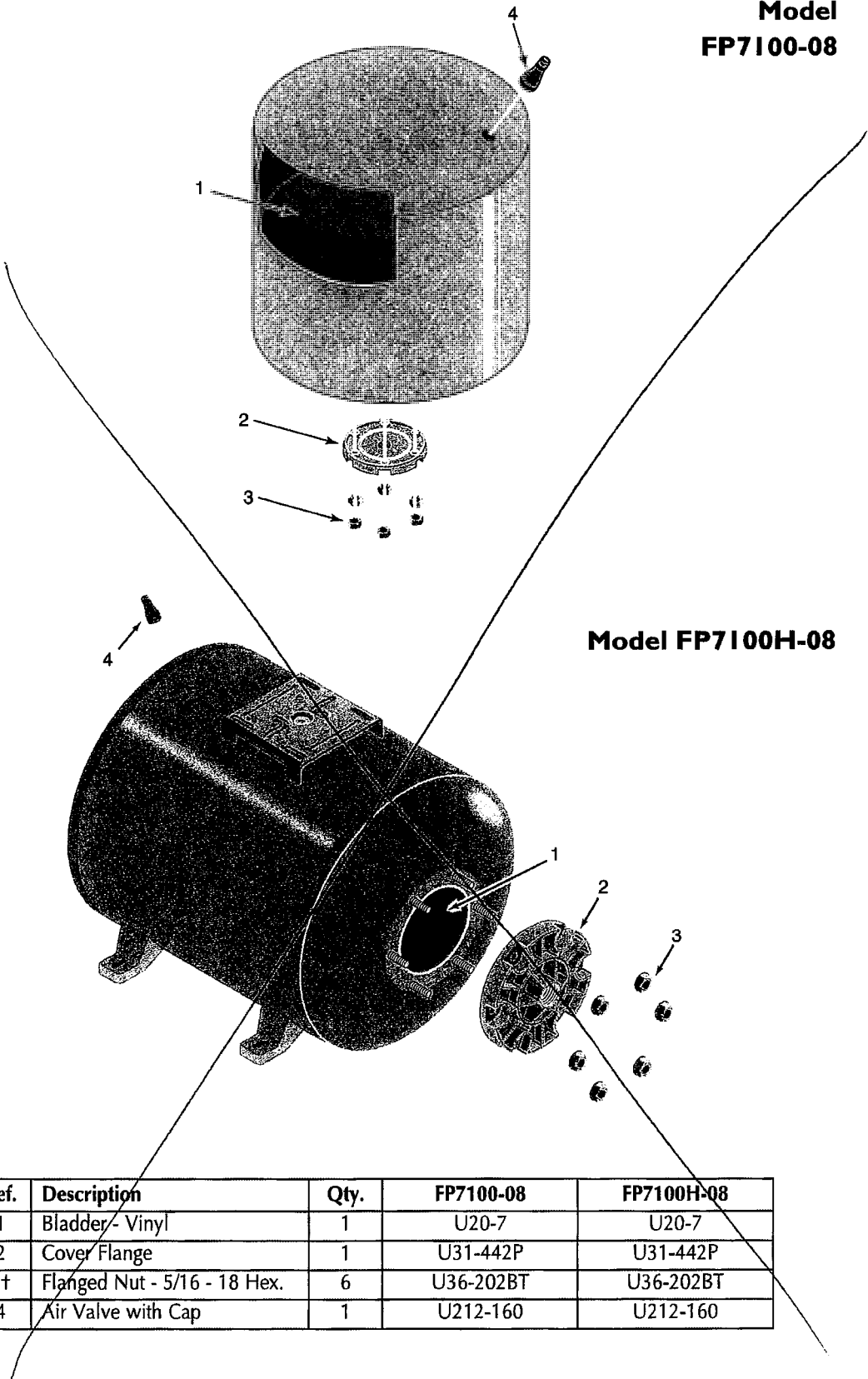
Catalog Number	Drawdown - Gals(L)		
	20-40 PSI (138-276 kPa)	30-50 PSI (207-345 kPa)	40-60 PSI (276-414 kPa)
FP7100	2.2 (8.3)	1.8 (6.8)	1.6 (6.1)
FP7100H	2.2 (8.3)	1.8 (6.8)	1.6 (6.1)
FP7110T	6.9 (26.1)	5.9 (22)	5.0 (18.9)
FP7110TH	6.9 (26.1)	5.9 (22)	5.0 (18.9)
FP7110	6.9 (26.1)	5.9 (22)	5.0 (18.9)
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**

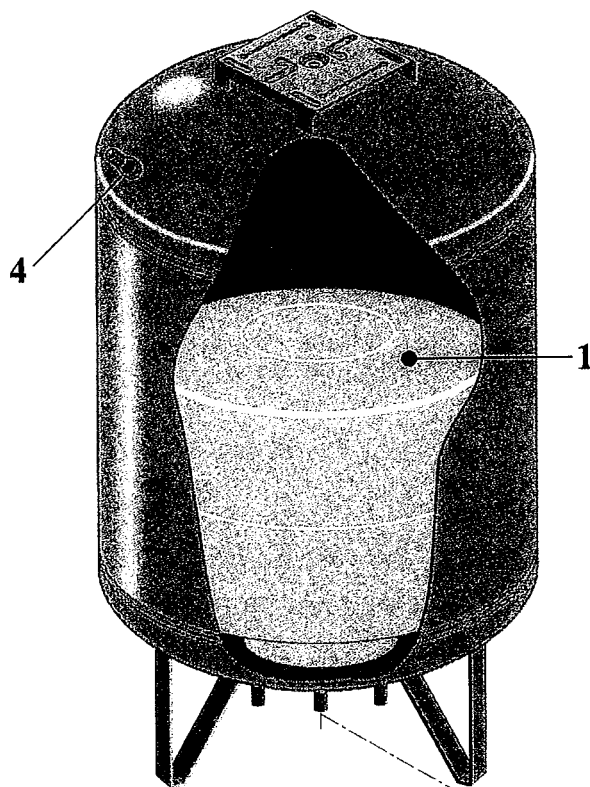
Model  
FP7100-08



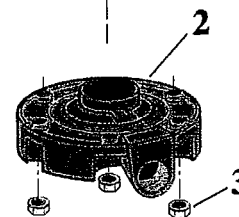
Ref.	Description	Qty.	FP7100-08	FP7100H-08
1	Bladder - Vinyl	1	U20-7	U20-7
2	Cover Flange	1	U31-442P	U31-442P
3†	Flanged Nut - 5/16 - 18 Hex.	6	U36-202BT	U36-202BT
4	Air Valve with Cap	1	U212-160	U212-160

† Standard hardware items, may be purchased locally.

For parts or assistance, call Flotec Customer Service at 800-365-6832



**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](http://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 supprimeur 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/po<sup>2</sup> 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/po<sup>2</sup>) (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 <sup>2</sup>	Précharge du réservoir ib-po <sup>2</sup>
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.

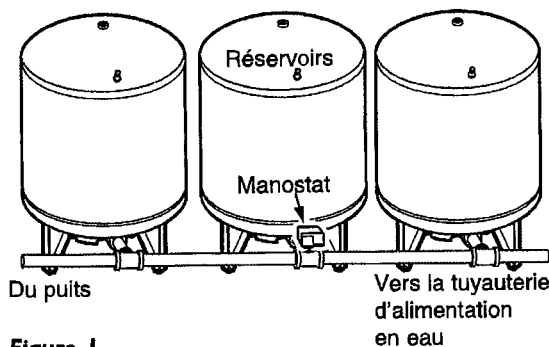


Figure 1

**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).

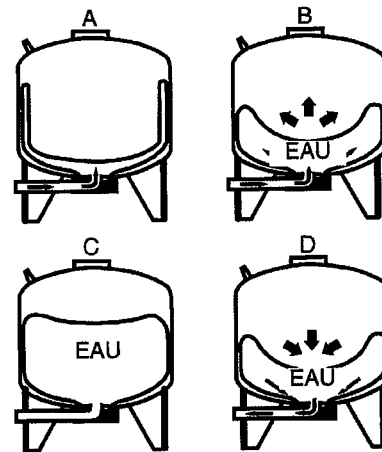


Figure 2

## 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!

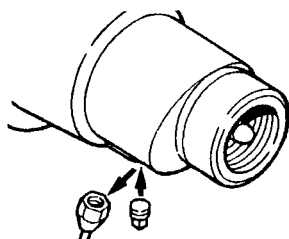
## Remplacement d'un réservoir standard

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

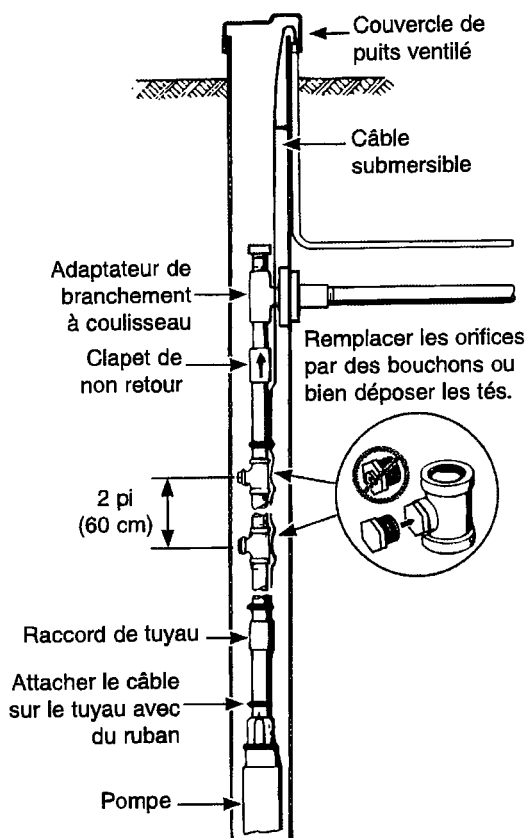
**AVIS** Dans le cas des installations à pompe submersible, il se peut que le tuyau de refoulement vertical comporte un ou plusieurs orifices de purge. Ils devront donc être déposés et les tés devront être bouchés si un réservoir sous pression est installé dans le système. Pour cela, relever la pompe 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

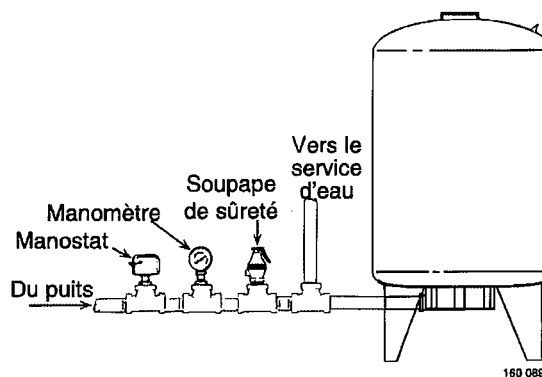
- 1° Couper le courant parvenant à la pompe.
- 2° Vider toute l'eau contenue dans le diaphragme du réservoir en ouvrant le robinet se trouvant le plus près du réservoir.
- 3° Déposer le bouchon de la valve et dissiper toute la pression en appuyant sur l'obus de la valve. Lorsque l'air cesse de sortir 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

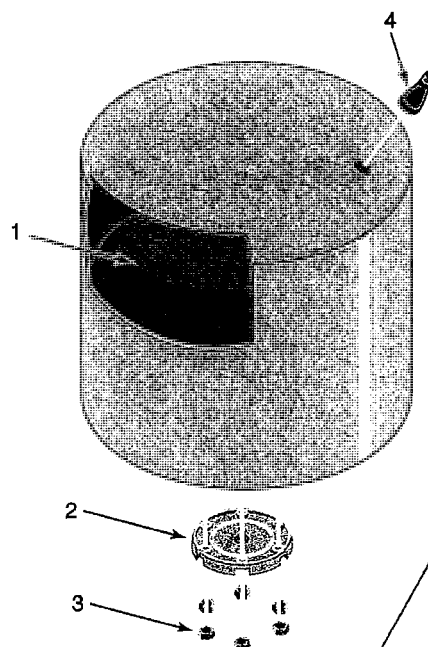
No. de catalogue.	Qté d'eau soutirée - gal. (L)		
	20 et 40lb/po² (138 et 276kPa)	30 et 50 lb/ po² (207 et 45kPa)	40 et 50 lb/ po² (276 et 41kPa)
FP7100	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7100H	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7110T	6,9 (26,1)	5,8 (22)	5,0 (18,9)
FP7110TH	6,9 (26,1)	5,8 (22)	5,0 (18,9)
FP7110	6,9 (26,1)	5,8 (22)	5,0 (18,9)
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)

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

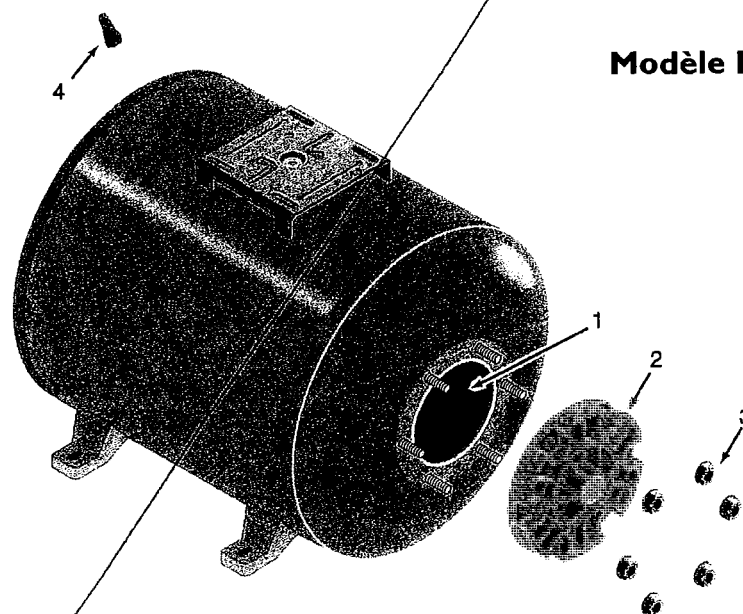
\* Longueur hors tout; ce modèle est un réservoir horizontal.

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le 800 365-6832

**Modèle  
FP7100-08**



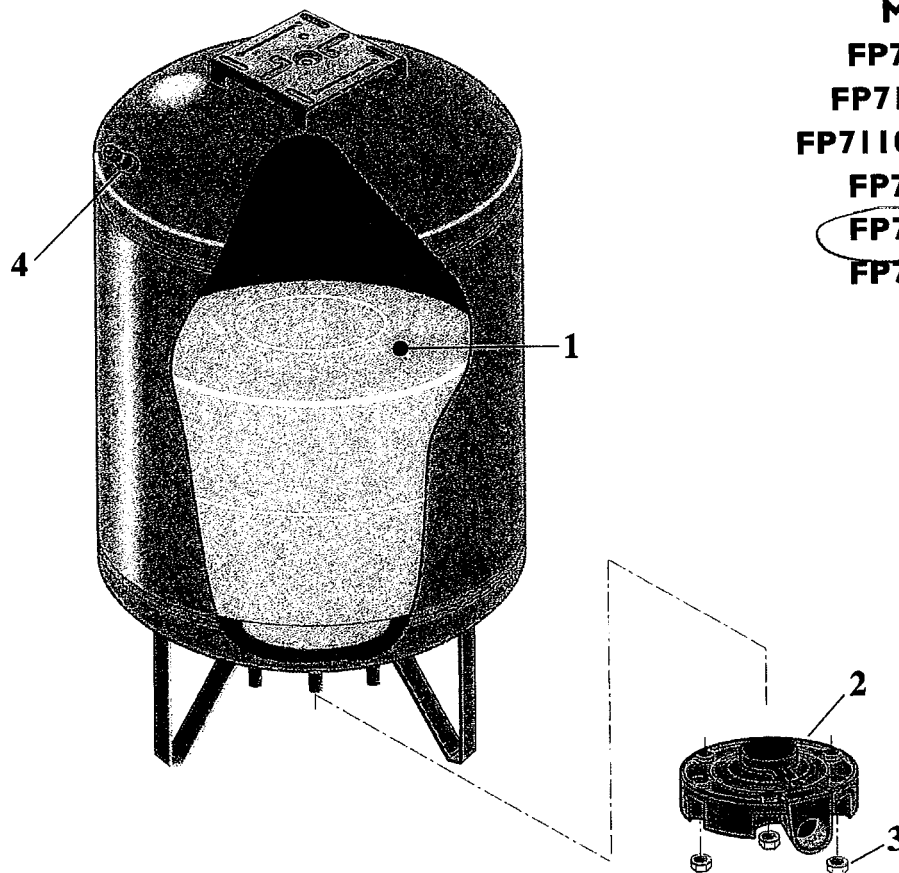
**Modèle FP7100H-08**



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.

Pour les services des pièces ou d'assistance, appeler le service à la clientèle Flotec en composant le **800 365-6832**



**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 1er 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, FPSS3000, FPSC2150A, FPSC3150A, FPSC3350A	2 ans
Pompes de puits submersibles de 10,2 cm (4 po), FP0S3200A, FP0S3250A, FP0S6000A, FPSC1725X, FPSC2200A, FPSC2250A, FPSE3601A, FPSS5000	3 ans
Réservoir préchargé de système d'eau (gamme FP7100), E100ELT, E3305TLT, E3375TLT, E5005TLTT, 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](http://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.<sup>2</sup> (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.<sup>2</sup> (689 kPa) instale una válvula capaz de admitir el caudal pleno de la bomba a 100 lib./pulg.<sup>2</sup> (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 refacciones 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.

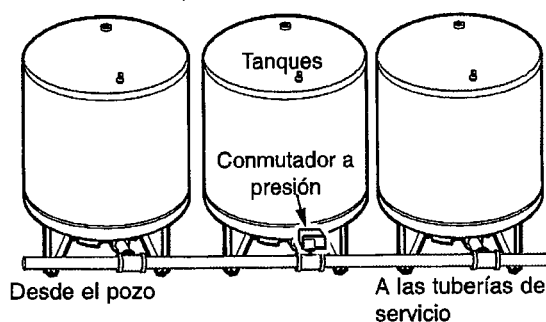


Figura 1

**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).

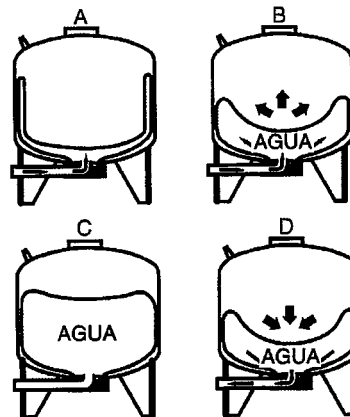


Figura 2

## 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 sellant 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.

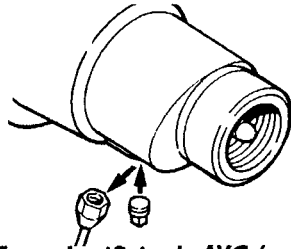
Cuando instale un tubo acodado o un tubo corto de empalme en el reborde del tanque de plástico, apriételo con la mano y luego déle una vuelta y media con una llave para tuberías. ¡NO APRIETE DEMASIADO!

## 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 refacciones o asistencia, llame a Fibtec 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

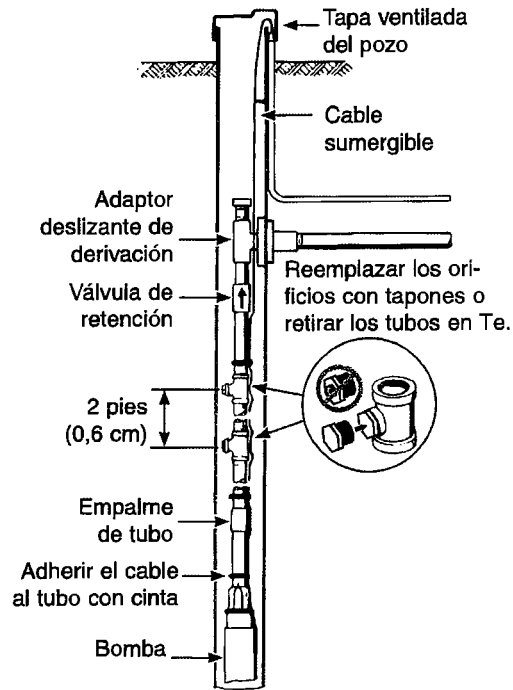
**AVISO** En instalaciones de bombas sumergibles, es posible que hayan orificios de purga en el tubo vertical de descarga. Es necesario quitar estos orificios y tapar los tubos en T cuando se instale un tanque precargado en el sistema. Para realizar esto, eleve la bomba y la tubería de descarga lo suficiente 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

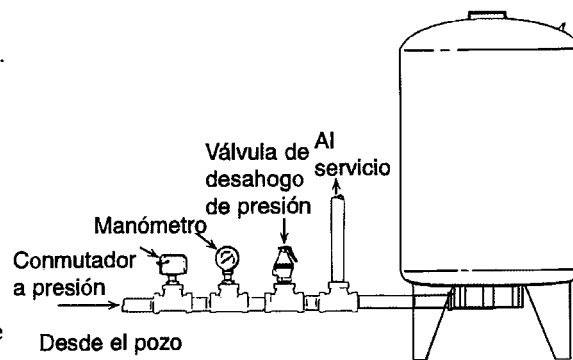
Si la aspiración adicional disminuye en forma drástica, inspeccione lo siguiente:

- 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 roscas 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

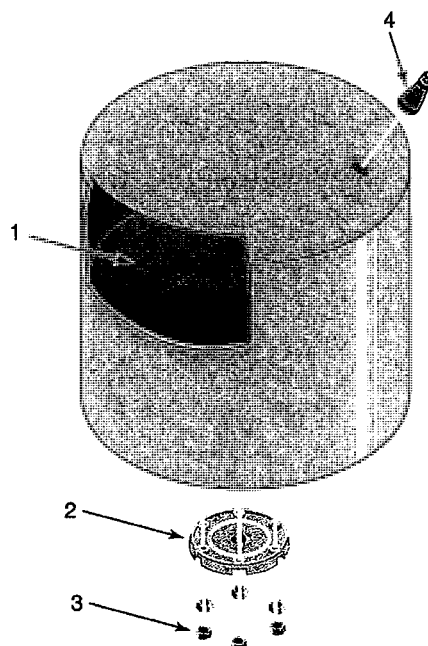
Núm. de catálogo.	Aspiración adicional - Galones (L) ón está ú		
	20 a 40lib./pulg <sup>2</sup> (138 a 276kPa)	30 a 50 lib./ pulg <sup>2</sup> (207 a 45kPa)	40 a 50 lib./ pulg <sup>2</sup> (276 a 41kPa)
FP7100	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7100H	2,2 (8,3)	1,8 (6,8)	1,6 (6,1)
FP7110T	6,9 (26,1)	5,8 (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"

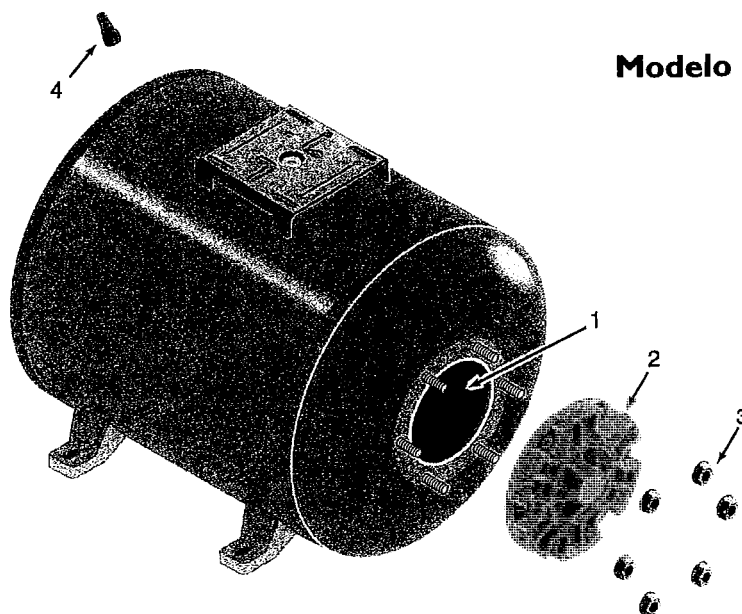
\* Largo global: este modelo es un tanque horizontal.

Para refacciones o asistencia, llame a Flotec Servicios al Cliente al: 800 365-6832

**Modelo  
FP7100-08**



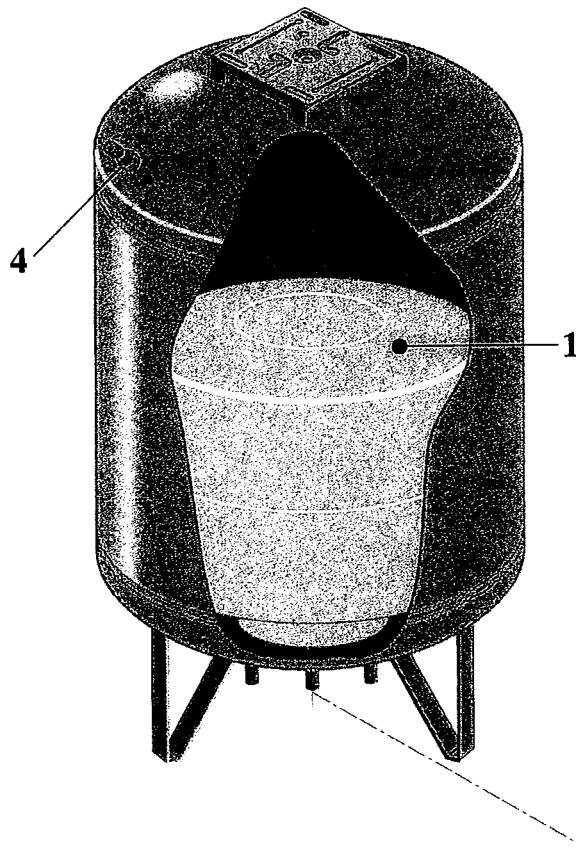
**Modelo FP7100H-08**



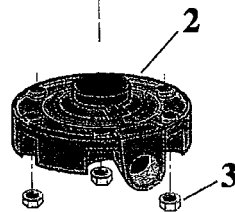
Ref.	Descripción	Cant.	FP7100-08	FP7100H-08
1	Cisterna - vinilo	1	U20-7	U20-7
2	Reborde cobertor	1	U31-442P	U31-442P
3†	Tuerca de bridas - 5/16 - 18	6	U36-202BT	U36-202BT
4	Valvula de aire con tapa	1	U212-160	U212-160

† 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
PPOF360AC, FPOFDC	90 días
FPOS1775A, FPOS1790PCA, FPOS2400A, FPOS2450A, FPOS4100X, FP2800DCC, FPCP-20ULST, FPPSS3000, FPSC2150A, FPSC3150A, FPSC3350A	2 años
Bombas de pozo sumergibles de 4", FPOS3200A, FPOS3250A, FPOS6000A, FPSC1725X, FPSC2200A, FPSC2250A, FPSE3601A, FPPSS5000	3 años
Tanque precargado del sistema de agua (Serie FP7100), E100ELT, E3305TLT, E3375TLT, E5005TLTT, 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 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](http://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

**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](mailto: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](http://www.floridadep.gov)

Seminole Truck Stop; PWS No: 4061281  
Compliance Assistance Offer  
Page 2 of 2  
July 22, 2019

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](mailto: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](mailto:Greg.A.Kennedy@floridadep.gov)  
[Jocelyn.Labbe@floridadep.gov](mailto:Jocelyn.Labbe@floridadep.gov)  
[Brianna.Tubbs@floridadep.gov](mailto:Brianna.Tubbs@floridadep.gov)  
[Call4tow@comcast.net](mailto:Call4tow@comcast.net)  
[Anchor-dot@aol.com](mailto:Anchor-dot@aol.com)  
[Carl@sutterfiltration.com](mailto:Carl@sutterfiltration.com)  
[allwaterservices321@hotmail.com](mailto:allwaterservices321@hotmail.com)

Page 1

<b>SURVEY</b>	Water system: SEMINOLE TRUCK STOP		System PWS # 4061281		Date of survey 07/03/2019	
	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
<b>SYSTEM</b>	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			
<b>OWNER</b>	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			
<b>OPERATOR</b>	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: ALLWATERSERVICE321@HOTMAIL.COM			

<b>SOURCE - WELL INFORMATION</b>	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		
<b>TREATMENT</b>	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		
	<b>HYPO CL</b>	Cl solution strength?		10.5%	
		Solution tank compliant? (covered/etc.)		Yes	
		Antisiphon protection compliant?		Yes	
	<b>GAS CL</b>	Safety: (Gloves/Apron/Eyewash/etc.)		No	
Cl room compliant? (separate/ventilation)		N/A			
Safety: (SCBA/Gloves/Ammonia)		N/A			
<b>AERATE</b>	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				
<b>DISTRIBUTION</b>	Flushing of dead ends compliant?		Yes		
	Valve maintenance compliant?		Yes		
	Distribution PSI compliant? (> 20 PSI)		Yes		
	Chlorine residual above minimum?		See comments		

<b>STORAGE FACILITIES</b>	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?(1/4 max)		Yes	
	<b>HYDRO</b>	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		
	<b>GROUND ELEVATED</b>	Manual or automatic controls?		Automatic
		On/Off pressure of pumps?		30 / 50
	<b>HSP</b>	High Service Pumps functional?		Yes
		HSP capacity compliant?		Yes
<b>PUMPS/CONTROLS</b>	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	
<b>MONITORING</b>	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	
<b>MANAGEMENT</b>	Staffing compliant? (plant/distribution)		Yes	
	Plant checks compliant? (2 days)		Yes	
	MORs submittal compliant?		Yes	

FIELD SAMPLING RESULTS		Plant Cl (mg/L) / pH	> 0.2 mg/L	Distribution Cl (mg/L) / pH	> 0.2 mg/L
<b>TECHNICAL ASSISTANCE PROVIDERS (TAP) RECOMMENDED?</b> <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 POE 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.

---

## RECOMMENDATIONS & REMARKS

### 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.

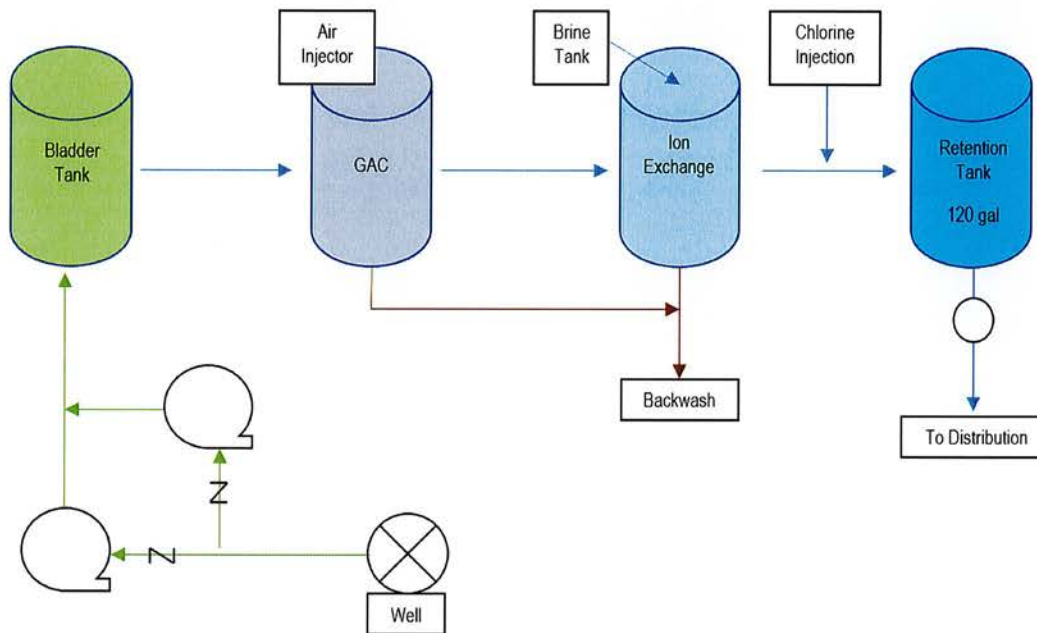
REGULATION REFERENCE: FAC 62-555.320.

#### 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 <sup>rd</sup> Quarter 2019
	1	Distribution	Quarterly	05/22/2019	3 <sup>rd</sup> Quarter 2019
Nitrate & Nitrite (as N)	1	POE	Annually	05/22/2019	2020

## SYSTEM SCHEMATIC

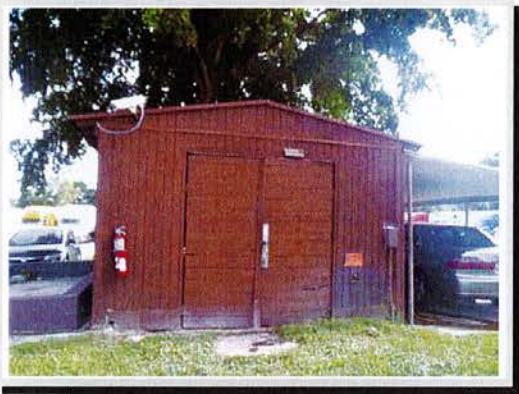


## MAP AND DIRECTIONS TO SYSTEM

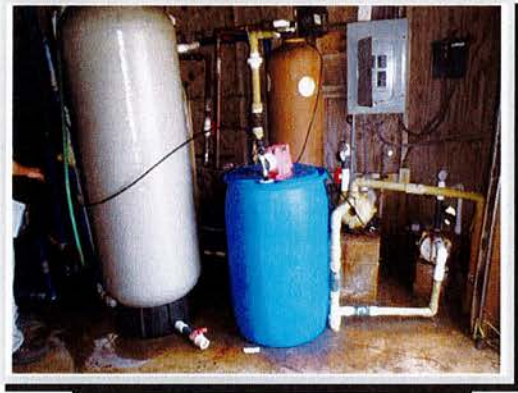


1. Take I-95 S from West Palm Beach.
2. Continue on I-95 S. Take exit 41 for SW 10<sup>th</sup> St/FL-869 toward Sawgrass Expressway.
3. Turn right onto SW 10<sup>th</sup> St.
4. Continue onto FL-869 S.
5. Keep left to stay on FL-869 S.
6. Merge onto I-75 S.
7. Take exit 13B for Griffin Rd W.
8. Turn right onto FL-818 W/Griffin Rd.
9. Turn right onto US-27 N.
10. Turn right onto SW 45<sup>th</sup> 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. J. Diller*

Date: July 22, 2019

Reviewer's Signature

*Joelynn Diller*

Date: July 22, 2019

# ATWOOD INSURANCE AGENCY, INC

14300 SW 36<sup>th</sup> Ave Rd, Suite A Ocala, FL 34473

Phone 352-245-2182 [atwoodinsurance99@gmail.com](mailto:atwoodinsurance99@gmail.com)

Web: [atwoodinsuranceagency.com](http://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 OCCERRENCE	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

This page  
intentionally left blank



**Town of Southwest Ranches**  
**13400 Griffin Road**  
**Southwest Ranches, FL 33330-2628**

**(954) 434-0008 Town Hall**  
**(954) 434-1490 Fax**

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Russell Muniz, Assistant Town Administrator/Town Clerk  
**DATE:** 10/22/2020  
**SUBJECT:** Iwave Ion Generator Purchase

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

#### **Background**

In response to the worldwide Coronavirus (COVID-19) pandemic the Town Administrator issued a proclamation declaring a State of Local Emergency on March 16, 2020. Town Hall has remained closed during the pandemic to minimize the exposure of this deadly disease to the residents, Town Council, and Town Staff.

In researching methods to minimize exposure the Town discovered that iWave bipolar ion generators have been proven in laboratory testing to kill the Coronavirus and many other pathogens that affect human health.



### **Fiscal Impact/Analysis**

The total cost to outfit each of the Town's 20 air conditioning units at Town Hall, the Fire Station and the Rolling Oaks Barn is projected to cost \$16,418.

While this project was not budgeted because the pandemic was unanticipated, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law on March 27, 2020, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida.

The Town Council approved an ILA with Broward County on October 8, 2020 which has allocated \$7 million county-wide for Public Health Expense projects such as these.

The Town intends to submit for full reimbursement through the CARES Act for this project.

### **Staff Contact:**

Russell Muniz, Assistant Town Administrator/Town Clerk

### **ATTACHMENTS:**

Description	Upload Date	Type
Iwave Ion Generator Reso - TA Approved	10/14/2020	Resolution
Estimate - DebonAir	10/14/2020	Backup Material
Estimate - AirStron	10/14/2020	Backup Material
Estimate - American Pride	10/14/2020	Backup Material

**RESOLUTION NO. 2021 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF DEBONAIR MECHANICAL, INC. AS THE LOWEST MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR THE PROVISION AND INSTALLATION OF iWAVE ION GENERATORS IN THE AMOUNT OF SIXTEEN THOUSAND FOUR HUNDRED AND EIGHTEEN DOLLARS AND ZERO CENTS (\$16,418.00) TO MITIGATE THE POSSIBLE EFFECTS OF COVID-19 WITHIN TOWN FACILITIES; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in response to the worldwide Coronavirus (COVID-19) pandemic the Town Administrator issued a proclamation declaring a State of Local Emergency on March 16, 2020; and

**WHEREAS**, Town Hall has remained closed during the pandemic to minimize the exposure of this deadly disease to the residents, Town Council, and Town Staff; and

**WHEREAS**, in researching methods to minimize exposure the Town discovered that iWave bipolar ion generators have been proven in laboratory testing to kill the Coronavirus and many other pathogens that affect human health; and

**WHEREAS**, while the project was not budgeted because the pandemic was unanticipated, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was signed into law on March 27, 2020, providing over \$2 trillion in economic relief to assist with the impact of the COVID-19 pandemic, \$8.3 billion of which was allocated to the State of Florida.; and

**WHEREAS**, the Town Council approved an ILA with Broward County on October 8, 2020 which has allocated \$7 million county-wide for Public Health Expense projects such as these; and

**WHEREAS**, the Town Council hereby approves the recommendation to select DebonAir Mechanical, Inc. for the provision and installation of iWave bipolar ion generators and authorizes the issuance of a Purchase Order in the amount of Sixteen Thousand Four Hundred and Eighteen and Zero Cents (\$16,418.00); and

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

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

**Section 2.** After reviewing all the information provided, the Town Council hereby approves the selection of DebonAir Mechanical, Inc. as the lowest priced most responsive and responsible proposer for the installation of iWave bipolar ion generators in all Town facilities Town-Wide Facilities Maintenance Services.

**Section 3.** The Town Council hereby approves the issuance of a Purchase Order to DebonAir Mechanical, Inc. in the amount of Sixteen Thousand Four Hundred and Eighteen Dollars and Zero Cents (\$16,418.00).

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute any and all documents which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

**[Signatures on Following Page]**



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

Ranches, Florida, this 22<sup>nd</sup> day of October 2020, on a motion by Council Member and  
seconded by Council Member.

McKay        \_\_\_\_  
Schroeder    \_\_\_\_  
Amundson    \_\_\_\_  
Hartmann    \_\_\_\_  
Jablonski    \_\_\_\_

Ayes        \_\_\_\_  
Nays        \_\_\_\_  
Absent      \_\_\_\_

\_\_\_\_\_  
Doug McKay, Mayor

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

37602190.1

This page  
intentionally left blank



**Proposal 59506HQS rev2**

**To:** Southwest Ranches  
**Address:** 13400 Griffin Rd.  
Southwest Ranches, Florida 33330

**Date:** October 13, 2020  
**Location:** 12 Split systems  
8 Package units

**Attention:** Sandy Luongo **Phone:** (954) 343-7476 **Email:** sluongo@southwestranches.org

*We here submit specifications and estimates for: **Install I Wave plasma generators on 12 split systems and 8 package units. This includes the following:***

- Lock out tag out each system.
- Mount I Wave plasma generator between coil and filter and wire into control circuit.
- Mount I Wave plasma generators on bottom side of A frame coils on split systems and mount I Wave plasma generators by coil in package units
- Start up and check operation
- Prior service calls, code changes or upgrades not included in this proposal
- Also includes necessary labor during **NORMAL** working hours, hauling, supervision, and startup to complete all work inclusive of this agreement.

*Note: Also recommend that the coils be cleaned before installing plasma generators to get maximum efficiency.*

**Warranty:** DebonAir Mechanical labor warranty is 90 days during normal working hours. Manufacturer to provide a 1-year warranty.

**Preventive Maintenance Excluded.**

**PREVENTIVE MAINTENANCE EXCLUDED.**

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR -COMPLETE IN ACCORDANCE WITH THESE SPECIFICATIONS, FOR THE SUM OF:

**Sixteen Thousand Four Hundred Eighteen Dollars... .. \$16,418.00**

**Terms:** Net 15day.

**Authorized Signature:** Kurt Lukstein **Date:** October 13, 2020

*Note: This proposal may be withdrawn by us if not accepted within (30) days. Proposal also subject to price increase after (30) days.*

**Acceptance of Proposal:** The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In the event DEBONAIR MECHANICAL, INC. employs an attorney to enforce this agreement or to collect any delinquent payments, customer agrees to pay all costs of court and reasonable attorney fees incurred or expended by DEBONAIR MECHANICAL, INC., including appeals.

**Approval Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DebonAir Mechanical, Inc.**

13972 NW 60 Ave Miami Lakes, Fl. 33014 \* Dade (305) 826-2240 \* Toll Free 1-800-447-1562 \* Fax (305) 826-2966  
CM C051447



# Airstron, Inc.

## Proposal

AIR CONDITIONING/REFRIGERATION

SALES/SERVICE/INSTALLATIONS

1559 SW. 21st Avenue, Ft Lauderdale, FL 33312

Dade (305) 940-2962 · Broward (954) 923-1654

CAC023473

Proposal Submitted To **Russell Muniz**

Name **Southwest Ranches Town Hall**

Street **13400 Griffin Rd**

City **Southwest Ranches**

Attn **I-Wave Sanitizer**

Telephone Number:

Date of Plans **10/12/20**

Account Manager **Bill Wiener**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

**Southwest Ranches Town Hall / Rolling Oaks Barn & Volunteer Fire Dept.**

**1 Shut down and lock out (20) AC Units at (3) Sites.**

**2 Supply and install (20) new I-Wave Sanitizer Units with new hardware..**

**3 Install new 75VA Transformers and rewire I-Wave units per manufactures specs.**

**4 Power-up system to check I-Wave operation.**

**5 Clean-up job site of all debris.**

**NOTE: All Work is Quoted for Regular Working Hours 8:30AM-5:00PM**

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of : **\$16,736.00**

Any alteration or deviation above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Airstron, Inc.

Purchaser (Debtor) agrees to pay all cost of Collection damages, including a reasonable attorneys fee for collecting this account or repossessing the said property, whether Suit be brought or not. The Purchaser (Debtor) agrees that the said materials above described will not be removed from above address without prior written consent of Airstron Inc., The Seller (Secured Party). Purchaser (Debtor) waives demand and all requirements to hold it liable. All delinquent payments shall bear interest at 11/2% per month until paid.

If Airstron Inc. is required to make repairs occasioned by improper operation; damage caused by electrolytic action (either battery action or stray currents); negligence or misuse of the equipment or due to any cause beyond are control, purchaser shall reimburse Airstron; for the expenses incurred in making such repairs. It is mutually understood that replacement parts, refrigerant and service Materials must be purchased by you, from us, at our regular selling prices, and installed by us, during the terms of this contract. Any repairs, refrigerant, chemicals and supplies deemed necessary and recommended by so for efficient operation of your installation are to be authorized by you. Unless these recommendations are accepted by you and authorization given to perform this Service, we will not furnish emergency service. Airstron shall not be liable for injuries to persons, or damages to property, accept buss due to the negligent acts or omissions of Airstron employees. In no event shall Airstron be liable for any form of damage to the equipment listed in this agreement. This contract contains the entire agreement between the parties and shall become effective on the date shown below, provided it has been accepted by you and approved by us. If the customer is a corporation, or any other entity created by law, than the person executing this agreement on behalf of the customer is hereby executing this agreement as an authorized agent of the customer and in addition hereto agrees to serve as a guarantor, and is personally liable for all the debts of the customer, company or corporation arising out of this contract. Any modifications in this Agreement must be done in writing and executed by all parties. It is hereby agreed by the parties that venue or jurisdiction to any litigation arising out of the terms of this contract shall be in Dade County, Florida In the event that nay provisions of this contract are found to be illegal, unenforceable or void, by any Court of law, then the remaining provisions shall remain in full force and effect. This Proposal may be withdrawn by us if not accepted within 30 Days

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted \_\_\_\_\_

SIGNATURE **Bill Wiener**  
**Airstron Account Manager**

DATE \_\_\_\_\_

DATE **10-12-20**

**American Pride Mechanical**

5846 S. Flamingo Rd., #504

Cooper City, FL 33330-3206

954-275-4643

americanpridemechanical@gmail.com

**Estimate****ADDRESS**

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

ESTIMATE #	DATE	
1043	09/28/2020	

ACTIVITY	QTY	RATE	AMOUNT
<b>16 HVAC - Service</b> i-Wave R self cleaning generator up to 6 tons part #4900-20	1	447.00	447.00
<b>16 HVAC - Service</b> i-Wave V non-self cleaning generator up to 6 tons part #4900-40	1	390.00	390.00
<b>16 HVAC - Service</b> Labor for installation of each i-Wave Revised price due to increase in material cost.	1	90.00	90.00

Contact me to schedule walkthrough of Southwest Ranches facilities to determine which i-Waves can be installed on existing HVAC units. Walkthrough will include inspection to determine maintenance needs for potential inspection contract.

**TOTAL****\$927.00**

Accepted By

Accepted Date

Make checks payable to American Pride Mechanical

**FIRST BUDGET HEARING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 6:00 PM

September 14, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Denise Schroeder

Council Member Delsa Amundson

Council Member Bob Hartmann

Council Member Gary Jablonski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

First Budget Public Hearing of the Town Council of Southwest Ranches was held virtually via the ZOOM Platform. The hearing, having been properly noticed, was called to order by Mayor McKay at 6:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**3. Administrator Comments**

Town Administrator Berns thanked the Town Council, the Town Advisory Boards, residents and staff for their input and efforts throughout the process. He gave a special thanks to Town Financial Administrator Sherwood and the finance team for their hard work. He then gave a brief outline of the hearing.

**4. Presentation by Finance**

Town Financial Administrator Sherwood presented. He thanked his staff and stated for the residents the upcoming presentation has been uploaded to the Town's website for viewing. He then presented the PowerPoint presentation which illustrated the Town's total proposed millage rate of 4.2500.

**Millage Rate and Budget Hearing**

**Resolutions**

**5.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FY 2020-2021 COMMENCING OCTOBER 1, 2020; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Hartmann and seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.



**MOTION: TO APPROVE THE RESOLUTION.**

**6.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; PROVIDING PURPOSE; PROVIDING FOR PROVISION AND FUNDING OF FIRE PROTECTION SERVICES; PROVIDING FOR IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; APPROVING THE FINAL FIRE SERVICES ASSESSMENT RATES AND FINAL ROLL RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN FOR FISCAL YEAR 2020-21; CONFIRMING AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Council Member Amundson and passed by a 4-1 roll call vote. The vote was as follows: Council Member Amundson, Council Member Jablonski, Vice Mayor Schroeder, Mayor McKay voting Yes and Council Member Hartmann voting no.

**MOTION: TO APPROVE THE RESOLUTION.****Tentative Millage Rate Resolution**Tentative Millage Rate Resolution

**7.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE TENTATIVE MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2020-2021 FISCAL YEAR, COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Hartmann and seconded by Council Member Jablonski and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**Ordinance-1<sup>st</sup> Reading

**8.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2020-2021, COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held September 24, 2020}

The following motion was made by Council Member Jablonski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.**

**9. Adjournment**

Meeting was adjourned at 8:35 p.m.

*Respectfully submitted:*

---

*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 22<sup>nd</sup> day of October, 2020.*

---

*Doug McKay, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

This page  
intentionally left blank

## **SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida**

Thursday 6:00 PM

September 24, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Denise Schroeder

Council Member Delsa Amundson

Council Member Bob Hartmann

Council Member Gary Jablonski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Second Budget Public Hearing of the Town Council of Southwest Ranches was held virtually via the ZOOM Platform. The hearing, having been properly noticed, was called to order by Mayor McKay at 6:11 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

### **3. Administrator Comments**

Town Administrator Berns read a prepared statement required by Florida Statutes outlining the components of the budget which determined the proposed millage rate

### **4. Presentation by Finance**

Town Financial Administrator Sherwood advised that Town Controller Rich Strum would be narrating the majority of the presentation. He then stated the upcoming presentation had been uploaded to the Town's website for viewing. The budget presentation summarized the FY 2020-2021 budget, which totals \$18,306,738 with a final millage rate of 4.2500.

### **Millage Rate and Budget Hearing**

#### **Resolutions**

**5.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL AND PERSONAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2020-2021 FISCAL YEAR, COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Poliakoff advised the Sun Sentinel advertisements ran on separate pages instead of side by side as required by law. As a result, because the present meeting was fully advertised, the full budget meeting could be held to seek approval for the budget items. If they are approved, there will be a quick meeting on Tuesday, September 29<sup>th</sup>, 2020, at 6:00 pm to ratify the decision made at the present meeting. That will avoid any potential infractions, because the ads did not run side by side. The Sun Sentinel is re-advertising the ads at their cost.

The following motion was made by Council Member Jablonski and seconded by Vice Mayor Schroeder and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson,

Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**

Ordinance-2<sup>nd</sup> Reading

**6.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2020--2021, COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

**MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**

**7. Adjournment**

Meeting was adjourned at 6:50 p.m.

*Respectfully submitted:*

---

*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 22<sup>nd</sup> day of October 2020.*

---

*Doug McKay, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF

OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

This page  
intentionally left blank



## **SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL Southwest Ranches, Florida**

Tuesday 6:00 PM

September 29, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Denise Schroeder

Council Member Delsa Amundson

Council Member Bob Hartmann

Council Member Gary Jablonski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Second Budget Public Hearing of the Town Council of Southwest Ranches was held virtually via the ZOOM Platform. The hearing, having been properly noticed, was called to order by Mayor McKay at 6:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

### **3. Administrator Comments**

Town Administrator Berns read a prepared statement required by Florida Statutes outlining the components of the budget which determined the proposed millage rate. He then explained the necessity for the September 29, 2020 meeting and asked the Town Council to reaffirm their decision and vote from the September 24, 2020 2<sup>nd</sup> Budget Public Hearing. Next, Town administrator Berns addressed members of the agricultural community regarding their concerns regarding the Fire Assessment rates. The Town has received numerous emails and letters, which have been shared with legal counsel, and all the information is being reviewed.

Town Attorney Poliakoff advised the Sun Sentinel advertisements ran on separate pages instead of side by side as required by law. As a result, because the September 24, 2020 meeting was fully advertised, in order to avoid any potential infractions, the decision was to have the full budget meeting and seek approval for the budget items. If they were approved, which they were, there would be a quick meeting on Tuesday, September 29<sup>th</sup>, 2020, at 6:00 pm to ratify the decision made at the September 24, 2020 meeting which would avoid any infractions imposed by the State of Florida, because the ads did not run side by side. The Sun Sentinel re-advertised the ads at their cost.

The following motion was made by Council Member Jablonski and seconded by Vice Mayor Schroeder and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

### **MOTION: TO RECONSIDER THE FINAL MILLAGE RATE RESOLUTION AND THE BUDGET ADOPTION ORDINANCE.**

### **4. Presentation by Finance**

Town Financial Administrator Sherwood will be narrating the presentation and Budget in Brief.

### **Millage Rate and Budget Hearing**

Resolutions

**5.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL AND PERSONAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE 2020-2021 FISCAL YEAR, COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**

Ordinance-2<sup>nd</sup> Reading

**6.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2020--2021, COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Member Amundson, Council Member Hartmann, Council Member Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

**MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**

## **7. Adjournment**

Meeting was adjourned at 6:50 p.m.

*Respectfully submitted:*

---

*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this 22<sup>nd</sup> day of October 2020.*

---

*Doug McKay, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.