

Meeting Date: 07/14/2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid L-41-15, Reuse Connection Services for the Utilities Department, to all responsive bidders: Great Dane Petroleum Contractors, Line-Tec Inc. and Pipeline Plumbing Services of Broward, Inc. for annual open-end contracts, at an estimated total annual cost of \$165,000.

Summary of Purpose and Why:

Bid L-41-15 was issued to establish open-end contracts with multiple vendors for the completion of reuse connection services including connection of single family residences to the reuse system where there is reuse available, for the Utilities Department. Bid award is recommended to all responsive bidders as detailed above. The contract period is one year, with contract renewal possible as stated in the bid specifications. The total annual value of this new contract is dependent upon the quantity of customers who request connection to the reuse system; Utilities has estimated an annual expenditure of \$165,000 (with all vendors) for the first year of the contract. Great Dane Petroleum Contractors is a local business. City Commission approval of this contract award is requested.



Connection of newly eligible single family residences is a City Strategic Plan Initiative 2.1.2 (Complete connection of 70% of newly available single family homes) under the Superior Capacity Strategy.

- (1) Origin of request for this action: staff
- (2) Primary staff contact: A. Randolph Brown, Utilities Director 954 545-7044
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 412-3350-533.64-70, Utility Fund / Service Connection Reuse.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>6/29/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>6/29/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>7/1/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>7-3-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading _____	1 st Reading _____	Results: _____	Results: _____
2 nd Reading _____	_____	_____	_____
_____	_____	_____	_____

MEMORANDUM

Purchasing #15-091
June 29, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT*
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Award Bid L-41-15, Reuse Connection Services for the Utilities Department (rebid)

Contract Need/Background

Bid L-41-15 was issued to establish multiple contracts for the completion of reuse connection services including connection of single family residences to the reuse system where there is reuse available. Awarded bidders will be included on a rotating list and will be assigned work as required by Utilities. Unit prices for tasks were stated in the solicitation; each job will be priced based on these unit prices and the specific tasks required at each property. The Utilities Department recommends that all responsive bidders be awarded contracts from this solicitation.

Attached you will find copies of the bid award recommendation form submitted by Utilities, copies of the bid tabulation, and bid solicitation document.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, and companies that have requested their names be placed on the Bid List. Outreach was done via phone calls made to companies with a current Pompano Beach Business Tax Receipt in the plumbing category to ensure appropriate local firms were aware of this contract opportunity.

Number of firms attending the optional pre-bid meeting 2
Number of firms responding with complete bids 3

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page and emailed to all registered bidders with email addresses on file.

Funding

The total annual value of this new contract is dependent upon the quantity of customers who request connection to the reuse system; Utilities has estimated an annual expenditure of \$165,000 for the first year of the contract. Services will be paid for from budgeted funds in account 412-3350-533.64-70, Utility Fund / Service Connection Reuse.

Award Recommendation

After reviewing the response to this bid with the Utilities Department, it is recommended that one-year contract awards be made to all responsive bidders as indicated on the bid tabulation. The contract period will be one (1) year, with possible renewals, subject to the terms and conditions contained in the bid specifications.

enclosures
cc: file

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassandra LeMasurier Date 06/26/2015

To: Utilities Department Attn.: Maria Loucraft

Subject: Bid No. L-41-15 Item/service: Reuse Connection Services for the Utilities Dept. (rebid)

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Manager for its approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Manager. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 412-3350-533.64-70

Title: Utility Fund, Reuse Services Connections

2. RECOMMENDATION:

(a) Which bidder(s) do you recommend?

All three - Great Dane Petroleum Contractors, Line-Tec Inc., and Pipeline Plumbing Services of Broward, Inc.

(b) Is the recommended bid the lowest bid received? (NA – pricing provided in scope)

Yes No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes No Not applicable for this bid

Signature:  Date: 06-26-15

Title: Utilities Director
(Department Head)



Phone: (954) 545-7043

**City of Pompano Beach
UTILITIES ADMINISTRATION**

Fax: (954) 545-7046

MEMORANDUM NO. 062415

DATE: Friday, June 26, 2015
TO: Cassandra LeMasurier, Purchasing Supervisor
FROM: Maria Loucraft, Utility Compliance & Efficiency Manager *ML*
COPY: A. Randolph Brown, Utilities Director
SUBJECT: Bid No. L-41-15 Reuse Connection Services for the Utilities Department

This bid is for the selection of plumbers to work with the City in providing reuse connections for single family homeowners with reuse availability. The City has been offering the Icanwater connection program since July 2011. This bid replaces the contract with the two firms currently working in the program and brings in one additional firm. Pricing is set within the scope of work of the bid and all three firms agree to work within the set pricing limits.

In fiscal year 2014, \$109,926.00 was spent on residential reuse connections while \$54,680.00 has been spent so far this year. We are anticipating even more connections this coming year. Funding is available in account 412-3350-533.64-70.

Connection of newly eligible single family residences is a City Strategic Plan Initiative 2.1.2 (Complete connection of 70% of newly available single family homes) under the Superior Capacity Strategy.



CITY OF POMPANO BEACH -- BID TABULATION

Bid #: L-41-15 Title: Reuse Connection Services for Utilities Department (rebid)

Date 06/23/2015

Companies Responding:	Great Dane Petroleum Contractors	Line-Tec Inc.	Pipeline Plumbing Services of Broward, Inc.
	1330 S Andrews Avenue	241 NW 18th Avenue	PO Box 294029
	Pompano Beach, FL 33069	Delray Beach, FL 33444	Boca Raton, FL 33429
Notes:	Local Business		
	Small Business Enterprise	Small Business Enterprise	



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

June 3, 2015

ADDENDUM #1, BID L-41-15

REUSE CONNECTION SERVICES FOR THE UTILITIES DEPARTMENT (rebid)

To Whom It May Concern,

Please view the following changes to Bid L-41-15.

The Reuse Connection form is an attachment, which will become a part of the bid document.

The 2014 Proposed Reuse Lines chart is page 2 of Addendum #1.

Addendum #1 is posted on the City's website: <http://www.pompanobeachfl.gov>. Acknowledge receipt of this Addendum in the section provided on page 15 of the bid document.

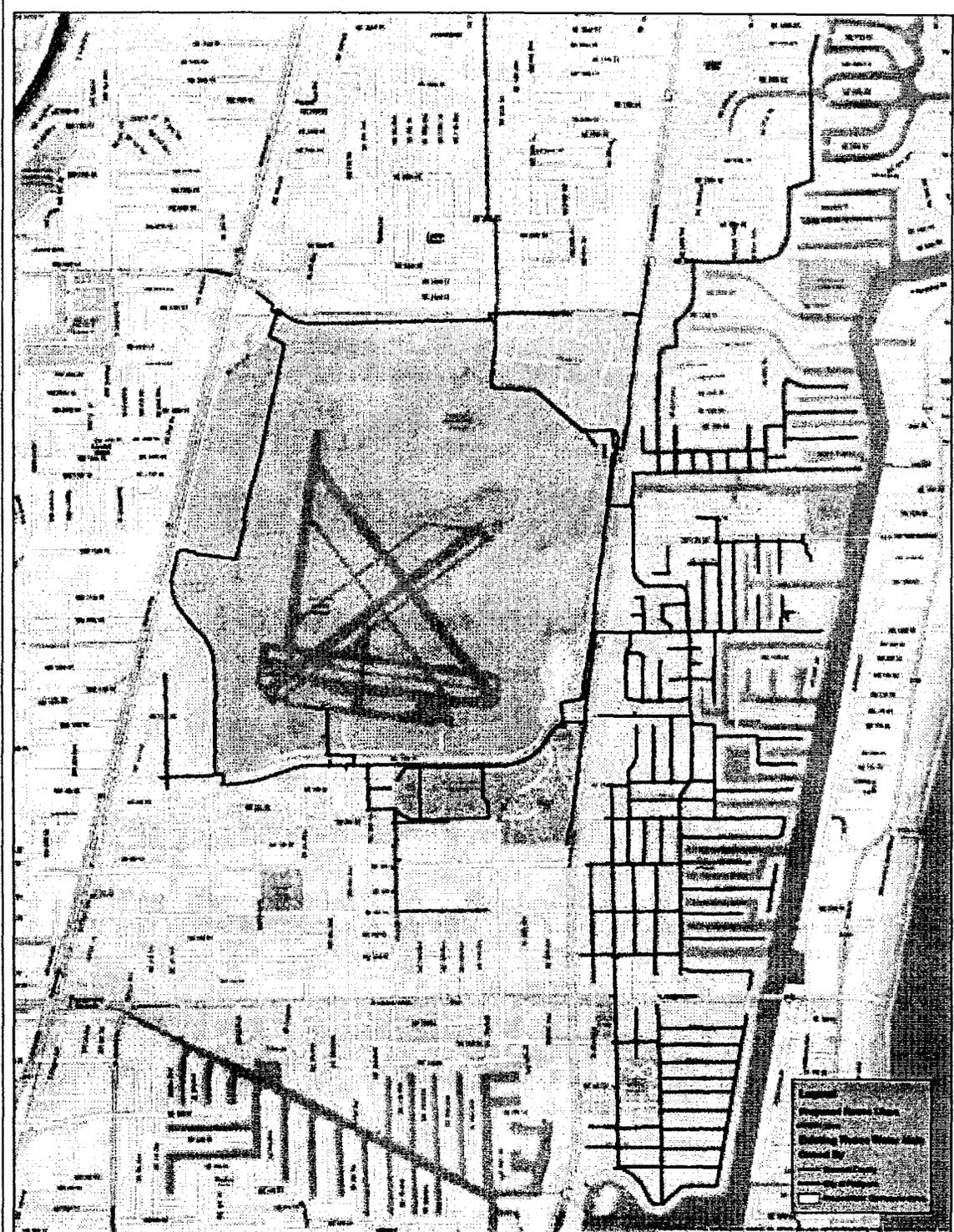
The deadline for acceptance of bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), June 23, 2015.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent,

cc: website
file
Cassandra LeMasurier, Purchasing Supervisor



2014 Proposed Reuse Lines

This product has been compiled from various sources. It is intended for reference purposes only and is not to be construed as a final document or a final investment decision.



Proposed Distribution 11,340 Feet
Proposed Transmission 8,240 Feet

CITY OF POMPANO BEACH
BROWARD COUNTY, FLORIDA
ENGINEERING DIVISION



REUSE INSPECTION FORM

Customer Address: _____ Vericator Date/Time: _____ Name/Company _____

Permit number: _____

The following items were inspected as required by the reuse connection contract, City Standards and Florida Regulations.

Item #		YES	NO	NA
1	All plastic reuse water piping, pipelines, valves, outlets, manifolds and other appurtenances continuously/consistently color-coded Pantone Purple 522C, or otherwise marked (i.e. meter box) to differentiate reuse water from other water (Rule 62-610.469(7)(f).			
2	New purple piping was installed from the meter to the irrigation control valve using Pantone 522C irrigation pipe.			
3	Hose bibs or hand operated systems connected to the reuse system are visible from the street, locked and clearly labeled.			
4	An approved backflow preventer is installed on the potable water service (Rule 62-555.360)			
5	Hose bibb vacuum breaker installed on all potable hose faucets.			
6	The piping is free of cross-connection between the potable water system and reuse system as demonstrated by turning on sprinkler system (before connecting reuse) and testing all faucets, toilets and water connected fixtures (hot & cold sides) within the home and outside the home (boat docks) to make sure water is available.			
7	Sprinklers are supplied only by reuse water, with no connections to the potable water system ground water or canal (Rule 62-610.476(2)(b).			
8	The top of the reuse water line is installed at least 12 inches below the bottom of the potable water line (Rule 62-610.469(7)(c).			

Comments: _____

Signature _____ Date _____

Plumbing License # _____

Leave completed and signed form in the permit bag on-site for the Plumbing Inspector



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**BID L-41-15 – REUSE CONNECTION SERVICES FOR THE UTILITIES
DEPARTMENT (rebid)**

The City of Pompano Beach is currently soliciting bids to establish agreements for reuse connection services as needed for the Utilities Department. Sealed bids will be received until **2:00 p.m. (local), June 23, 2015**, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Cassandra LeMasurier, Purchasing Supervisor, at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Pre-Bid Conference

There will be a pre-bid conference to review the specifications and bid forms and answer questions from potential bidders on **June 3, 2015 beginning at 10:00 a.m.** in the Purchasing Office Conference Room, 1190 NE 3rd Avenue-Building C, Pompano Beach, 33060. Attendance at this meeting is not mandatory to bid, but is highly recommended. During this meeting the Utilities Department will explain the procedures, and their performance expectations.

B. Intent

The intent of this bid solicitation is to establish multiple contracts for the completion of reuse connection services, including but not limited to connecting single family home residential

customers to the reuse system where there is reuse available. Firms previously eliminated from this program due to negligent, or poor performance will not be considered.

Successful bidder(s) must be able to perform all of the following within the time limit specified:

1. Secure plumbing permit.
2. Call Sunshine 811 for underground utilities locations.
3. Remove existing dual check valve on the potable line.
4. Install a new City supplied dual check valve on the potable line.
5. Disconnect the existing irrigation system from the current water supply by capping off the existing connection from the irrigation system to the potable, well or canal supply. If a well exists the suction line to the well must be capped off.
6. Perform check for cross-connections by running the irrigation system through all zones and verifying that all outside faucets still have water. Check all sinks, bathtubs, toilets etc. to see if those still have water (both hot and cold sides) within the home and outside the home (also boat docks). Only the irrigation system should be out of water. If any sink or tub or other area within the home –or outside the home- is out of water, the lines are cross-connected. Fill out the Reuse Inspection Form and leave in the permit bag for the Plumbing Inspector. If the customer is not home, then proceed to step 7, BUT DO NOT CONNECT PIPING TO REUSE METER. A physical separation of a foot or 12” (air gap) must exist until cross connect inspection is completed by plumber. Call customer to schedule when cross connection test can be done. Do not proceed to the next step without having completed the cross connection check and filled out the form. IF TEST FAILS, STOP ALL WORK AND CALL THE UTILITIES DEPARTMENT IMMEDIATELY.
7. Install new purple piping from the meter to the control valve using Pantone 522C irrigation pipe.
8. Connect the reuse water meter to the existing irrigation system.
9. Request plumbing inspection from City Building Inspections Division.
10. Restore site which can include sodding, asphalt, concrete pavers, etc.

C. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Contractor may submit annual price adjustments for parts only.

In the event service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services

Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Quantities

No warranty or guarantee is given or implied as to the total value of work to be assigned. Work will be ordered as needed.

E. Rotating List / Eligibility

The intent of this solicitation is to establish a list of multiple qualified vendors to be assigned work on a rotating basis. Qualified vendors must demonstrate professional behavior at all times and provide excellent customer service. Qualified vendors must have staff with the necessary licenses and certifications to conduct work on backflow preventers and working on plumbing systems as required by the City. Qualified vendors must be able to perform items 1 through 10 in section B. Intent and meet all specifications as stated in item L. Detailed Specifications.

In order to be eligible to be included on the rotating list a firm must submit a complete response to this solicitation by the deadline, and have a current business tax receipt as required to perform work in Pompano Beach, and have a current working automatic fax and/or email to receive work orders, have necessary licenses and certifications to conduct work on backflow preventers and working on plumbing systems, provide the required proof of insurance, and complete the work as assigned with fewer than three call-backs. Firms who have been removed from the rotating list for prior bids for this service are not eligible to submit for this bid.

Insurance must be continuously in force during the contract term; replacement certificates must be provided to the City before the expiration date of the current certificate or your firm will be removed from the rotating list.

A firm will be removed from the rotating list for failure to complete the work as assigned, requiring a call back to correct deficiencies, three or more times. A firm may be removed from the rotating list for failure to pay suppliers or subcontractors.

F. Work Authorization

After an eligible customer has signed up for connection, the Utilities Department will prepare a Work Authorization for that property. The Utilities Department will forward the Work Authorization to the next eligible vendor on the rotating list. That vendor will have twenty-four (24) hours to contact the Utilities Department. The vendor will have the opportunity to either accept or reject the required work at the proposed price. Before acceptance of a job, the vendor should review the work to be performed at the property site. In the event that the irrigation control valve is not within 8 feet of the meter, the

contractor will submit an estimate for additional footage at \$20 per foot. Special circumstances, such as crossing paved surfaces will require a quote and will be negotiated on a case-by-case basis.

Should the next eligible vendor reject the Work Authorization within the allotted time, that vendor will be moved to the end of the rotation, and the Work Authorization shall be issued to the next eligible vendor. Should the same vendor refuse three (3) or more jobs, that vendor shall be removed from the rotating list.

In an instance where every eligible vendor refuses the same Work Authorization, the Utilities Department shall retract, reevaluate and reissue a new Work Authorization to the next eligible vendor.

G. Completion

After acceptance of the Work Authorization, the vendor must apply for a building permit with the City's Building Inspections Division. All jobs are to be completed as soon after the permit has been issued as is reasonably possible. At no time and for no reason shall a job be outstanding for greater than fifteen (15) business days. The Building Inspections Division shall be contacted immediately upon completion of all work for a final inspection.

H. Insurance

Insurance certificates are not required with your bid package. After your response has been reviewed, and Utilities Department has indicated you should be included in the contract award, the Purchasing office will request you submit proof of required insurance to be eligible to receive a contract. You shall furnish the City the certification or proof of insurance required by the provisions set forth below, within five (5) days after notification of the pending award of contract.

All awarded bidders will be required to provide proof of coverage to the City throughout the contract term to be eligible to receive work orders.

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

I. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control

and conduct of its employees and for any injury sustained by such employees in the course of their employment.

If a contractor elects an exemption from mandatory Workers' Compensation coverage, per Florida law, the City will require the contractor to complete and sign an affidavit affirming the exemption. In all cases contractors must agree to be responsible for the employment, control and conduct of their employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract.
- 2) Such public liability insurance shall include the following **checked types** of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

each			
Type of Insurance		occurrence	aggregate
PUBLIC LIABILITY			
XXXX comprehensive form			
XXXX premises - operations	Bodily Injury	\$200,000.	\$300,000.
___ explosion & collapse hazard	Property Damage	\$200,000.	\$300,000.
___ underground hazard -- or --			
XXXX products (if items are sold)	Bodily Injury and		
XXXX contractual insurance	Property Damage		
___ liquor legal (if items are sold)	Combined	\$200,000.	\$300,000.
XXXX independent contractors			
___ Personal injury	Personal Injury	\$200,000.	\$300,000.
AUTOMOBILE LIABILITY			
	Bodily Injury		
	(each person)	\$200,000.	
	Bodily Injury		
XXXX comprehensive form	(each accident)	\$200,000.	\$300,000.
XXXX owned	Property Damage	\$200,000.	\$300,000.
XXXXHired	-- or -- Bodily Injury and		
XXXX Non-owned	Property Damage combined	\$200,000.	\$300,000.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

Mail certificate(s) to: City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060. Fax copies of certificates to the Purchasing office (954) 786-4168.

J. Cancellation of Project

The City reserves the right to cancel any project at any time, if the contractor has not initiated any performance of that project.

K. Contact

The contractor is to contact the Utilities Department and the customer before the start of a job, and immediately after its completion. If the customer is not available, the contractor will leave written notice of job start and completion on the customer's door. The contractor is to be available by telephone or pager between the hours of 8:00 am and 5:00 p.m., Monday through Friday and provide a 24 hour emergency telephone number for after hours.

L. Detailed Specifications

1. General

- a. The contractor shall protect all structures, surfaces and remaining plant material from harm or injury during operations on site.
- b. The contractor is responsible for the condition of the site from the start of the job up until the final inspection. It is in the contractor's best interest to complete the work in the shortest possible amount of time. Maximum time to complete all work is fifteen (15) business days from notification by the City to start work. Taking pictures of the site before work begins is recommended to prove pre-existing site conditions.

2. Work Procedures

- a. The City will contact the plumber with a group of up to four customer addresses.
- b. The plumbing contractor will conduct a site visit to verify job and take pictures for initial conditions record.
- c. The plumbing contractor will obtain a permit with the Building Inspections Division.
- d. The plumbing contractor will contact the address owner to schedule a mutually convenient time for installation and verify whether there will be a sprinkler connection or a hose box.
- e. The plumbing contractor will obtain the dual check valve, Reuse Inspection Form, iCanWater yard sign and hose box, if applicable, from the Utilities Field Operations office at 1201 NE 3rd Avenue.

- f. The plumbing contractor will provide the necessary piping and fittings.
- g. The plumbing contractor will confirm that any existing ground water, well or canal water supply is capped.
- h. The plumbing contractor will test for cross-connection between domestic and irrigation systems. This check will be certified and submitted to the City using appendix X (Reuse Inspection Form). This check will be performed before the reuse piping is installed. The form will be left in the permit bag on-site for the Plumbing Inspector. Payment will not be issued without this form.
- i. The plumbing contractor will perform the work specifically Type 1, 2 or 3 Conversion per attached Scope of Work (Exhibit A.)
- j. Upon completion of work, the plumbing contractor will schedule an inspection with the Building Inspections Division.
- k. Upon Building Inspections Division approval of the final inspection, the plumbing contractor will notify the Utilities Department and submit an invoice with the customer name, address, purchase order number, type of work completed, any extra work necessary to complete job with details including extra footage, price per foot, extra labor and/or materials.
- l. The Utilities Department will verify that the proper work was completed and will approve invoice for payment. Invoices will not be paid without a Reuse Inspection Form. The Utilities Department may require a Contractor's Affidavit and Release of Lien form be submitted.

3. Miscellaneous Criteria

- a. Contractors shall perform work only between the hours of 8 a.m. and 5 p.m. Monday through Friday unless authorized otherwise and within the constraints of the City's noise ordinance.
- b. Work will be assigned in writing, either by email or fax; bidders must have a working automatic fax and/or email.

M. Proposal Pricing

Prices listed on the Proposal Acceptance Form will be firm for the entire contract period. Agreement to participate in this program requires agreement to all service pricing listed.

N. Invoicing

Final invoices are to be submitted to the Utilities Department. A separate invoice must be submitted for each property. The invoice must include the P.O. number, customer name, property address, date service performed, specific services performed, quantities, unit prices, award price and total cost. Final invoices shall include all agreed upon line item adjustments from the original Work Authorization. Invoices will be paid only after a passing final inspection from the Building Inspections Division, receipt of the Reuse Inspection Form, and approval by the Utilities Department.

O. Independent Contractor

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

P. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal.

Q. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

R. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division:

http://mypompanobeach.org/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

S. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

T. Agreement

By submitting a bid, the Bidder agrees if awarded the contract from this bid, to sign the City's agreement form, attached to this bid as Exhibit 1.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the form furnished by the City.
 - 1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.
 - 1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.
 - 1.4. Your sealed bid envelope should show the following information:
 - 1.4.1. Your return mailing address in the upper left-hand corner.
 - 1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.
 - 1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".
 - 1.5. Use the following address for delivery of bids:

City of Pompano Beach
 Purchasing Division
 1190 N.E. 3rd Avenue, Building C
 Pompano Beach, FL 33060
 - 1.6. Late bids will not be considered and will be returned unopened.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.
3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED BIDS WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.
 - 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Signed Bid Considered an Offer

This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a

- City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
 12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
 13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
 14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
 15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
 16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
 17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
 18. Exceptions to Specifications

- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.
 20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
 21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
 22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made

- and become effective at the time the City tenders final payment to the bidder.
23. Indemnification
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. Reservation for Rejections and Award
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.
25. Interpretations
- Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
26. Failure to Respond
- If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.
27. Bid Tabulations
- Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.
28. Assignment

- Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.
29. Termination for Convenience of City
- Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.
30. Public Entity Crimes
- In accordance with Florida State Statute 287.133 (2)(a): 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. Governing Procedures
- This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.
32. Identical Tie Bids
- In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.
- Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment
All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage
As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination
There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under

this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.

36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.

38. Public Records

- 1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

IMPORTANT!!!

BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

REUSE CONNECTION COST SCHEDULE
(price includes \$61.50 building permit fee)

Type 1 Conversion	Existing Reuse Service	\$270.00
Type 2 Conversion	New reuse Service for Irrigation System	\$350.00
Type 3 Conversion	New Reuse Service No Irrigation System	\$300.00

If the irrigation control valve is not within 8 feet of the meter, the additional work will be invoiced at \$20 per linear foot. Special circumstances, such as crossing paved surfaces will require a quote and will be negotiated on a case-by-case basis.

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ___ No _____

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes ___ No _____

Name & address of company submitting bid:

.....

 zip

Bidder Name _____

Federal Employer Identification #:

Business Tax Receipt (B.T.R.) #:

B.T.R. Issued By:
(submit a copy of the B.T.R. with your bid)

Plumbing Contractor License #:.....Expires:.....

Backflow Tester Certification #:.....Expires:.....
(Please include licenses and certifications for all employees)

Telephone number:

"Fax" number:

Email:

Acknowledgment of the following Addenda is noted:

Addendum Number(s) _____ Date(s) Issued _____

Manual signature of company officer:

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed):

Title of signer:

SUBMIT (1) ONE ORIGINAL AND (2) TWO COPIES OF THE BID PROPOSAL AND COPIES OF ALL REQUIRED BUSINESS TAX RECEIPTS, LICENSES AND CERTIFICATIONS.

**STATEMENT OF NO RESPONSE
BID L-41-15, REUSE CONNECT SERVICES**

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- _____ We do not offer this product or an equivalent
- _____ Our workload would not permit us to perform
- _____ Insufficient time to respond to the Invitation for Bid
- _____ Unable to meet specifications (explain below)
- _____ Other (specify below)

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE/TITLE: _____

DATE:

EXHIBIT 1.

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor."

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

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide _____ services upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for (2) additional one (1) year periods, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise

directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

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

Payment of a Fixed Fee of \$ _____ per month or a Fixed Fee of \$ _____.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis or on _____.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

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

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: _____

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

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

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

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

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

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

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

23. Public Records.

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and

performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

Bidder Name _____

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Bidder Name _____

Commission Number

“CONTRACTOR”

(Print or type name of company here)

Witnesses:

By: _____

Print Name: _____

Title: _____

Business License No. _____

(Print or Type Name)

(Print or Type Name)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A**OASIS PROJECT SCOPE OF WORK**

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

1. Existing Reuse Service: Replacement of the existing double check valve with a City supplied dual check valve. Upon job authorization from City, the Contractor will proceed to acquire permit(s). Contractor will pick up the dual check, test report form, and yard sign from the City Utilities Department compound located at 1201 NE 3rd Avenue. Contractor will remove existing double check and box, if underground, and install the new dual check onto the potable water meter and reconnect meter to piping. Contractor will leave removed double check or reduced pressure zone backflow with the customer. Any existing dual check backflow removed will be returned to the City Utilities Department compound. Contractor will leave work open and call for an inspection by the City Building Inspections Division. When the job has passed inspection Contractor will backfill, sod and patch as needed to return the site to its pre-existing condition. Contractor will notify the City and send the invoice to the City Finance Department for payment to the address on the purchase order. Contractor will need to take pre and post pictures or videos of all job sites for protection from customer damage claims. Dual check must match size of the customer side water service line. Not meter size. Verify the size during pre-job inspection.

2. New Reuse Service: Installation of a City provided dual check on potable water meter, and lying of pipe from reuse meter to existing irrigation system control valve. No tie-ins will be made to the irrigation system piping. Upon job authorization from the City, the Contractor will proceed to acquire permit(s). Contractor will pick up the dual check, test report form, and yard sign from the City Utilities Department compound located at 1201 NE 3 Avenue. Contractor will install a new City provided dual check on the potable water meter and reconnect to existing pipe. Any existing dual check backflow removed will be returned to the City Utilities Department compound. Contractor will disconnect the existing irrigation system from the current water supply by capping off the existing connection from the irrigation system to the potable, well or canal supply. Contractor will check for cross connections by running irrigation system through all zones and checking all faucets, toilets and water connected fixtures (hot & cold sides) within the home and all outside faucets outside the home (also boat docks if applicable) to make sure water is available. Only the irrigation system should be out of water. If any sink or tub or other area within the home at home- is out of water, the lines are cross-connected. If the customer is not at home then the Contractor will call customer to schedule the check, and contractor CAN NOT connect piping to reuse meter, A physical separation of a foot or 12" (air gap) must exist until cross connection inspection is completed by Contractor. Contractor must perform this check before proceeding. Contractor will fill out the Reuse Inspection Form Exhibit X. This form must be left in the permit bag on-site for the Plumbing Inspector. IF CROSS CONNECTION TEST FAILS, CONTRACTOR STOPS ALL WORK AND CALLS UTILITIES IMMEDIATELY. If test shows no cross connection, Contractor will connect new purple

(pantone 522C0 pipe from reuse meter to existing irrigation control valve. Existing above ground pipe and new below ground pipe may be painted to match pantone 522C. All new pipes will be pantone 522C throughout its length. Contractor will install, if needed, a pressure relief valve per code and Spec Sheet (PO.01). Contractor will leave work open and call for inspection by the City Building Inspections Division. When the job has passed inspection – backfill, sod and patch as needed to return the site to its pre-existing condition. Contractor will notify the City and send the invoice to the Utilities Department for payment to the address on the purchase order. Contractor will need to take pre and post pictures or videos of all job sites for protection from customer damage claims. Dual check must match size of the customer side water service line. Not meter size. Verify the size during pre-job inspection.

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

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

All installations shall conform to applicable Plumbing Codes and attached Diagrams and Specifications Sheet (PO.01). Contractor must accept the job authorization within 24 hours after issued. All jobs must be completed within 15 business days.

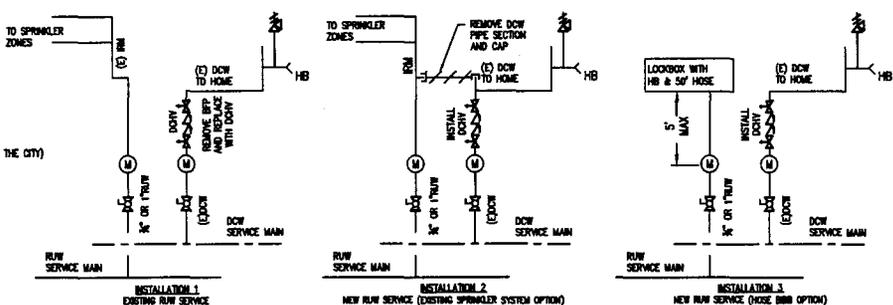
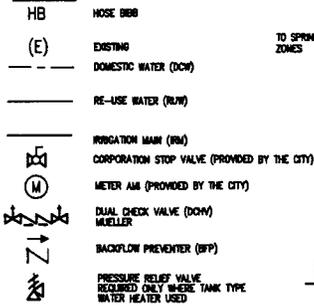
Any existing hose faucets on existing sprinkler piping will have to be removed when converting to reuse.

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

Field Supervisor:	Mark Eddington	Mark.eddington@copbfl.com	954-815-7016
Reuse Coordinator:	Isabella Slagle	Isabella.slagle@copbfl.com	954-545-7015
OASIS Message Center:	iCanWater.com	954-324-8434	

ADDRESS:

LEGEND



12 FPS MAXIMUM SERVICE WATER VELOCITY.

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

SPECIFICATIONS

1. SCOPE
PROVIDE LABOR, MATERIALS AND EQUIPMENT REQUIRED FOR THE INSTALLATION DESCRIBED HEREIN AND IN THE DRAWING. INCLUDE ITEMS NOT SHOWN, FITTINGS, ACCESSORIES, ETC. WHICH ARE REQUIRED FOR A COMPLETE OPERATIONAL SYSTEM.
2. CODES AND STANDARDS
WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE; PLUMBING, BROWARD COUNTY AMENDMENTS, AND OTHER APPLICABLE STATE AND LOCAL REGULATIONS, AND ORDINANCES.
3. DEMOLITION
A. REMOVE PIPING INCLUDING ASSOCIATED APPURTENANCES AS NECESSARY FOR NEW WORK. RESTORE AFFECTED SYSTEMS FOR INTERIM OPERATION AT OWNER'S REQUEST.
4. SERVICE INTERRUPTIONS
WHEN WORK FOR THIS PROJECT REQUIRES TEMPORARY SHUTDOWN OF EXISTING SYSTEMS, THE SHUTDOWN SHALL BE MADE DURING PREARRANGED PERIODS AGREEABLE TO THE PROPERTY OWNER.
5. WORKMANSHIP AND MATERIALS
A. EMPLOY ONLY EXPERIENCED, COMPETENT, AND PROPERLY EQUIPPED WORKMEN ON JOB. WORKMANSHIP SHALL BE FIRST CLASS IN ALL RESPECTS. JOB QUALITY SHALL MATCH OR EXCEED THE EXISTING CONDITIONS.
B. MATERIALS SHALL BE NEW AND IN FAULTLESS CONDITION. INSPECT ALL MATERIAL AND IMMEDIATELY REMOVE DEFECTIVE ITEMS FROM JOB SITE.
C. ALL RE-USE WATER PIPE AND FITTINGS SHALL BE SCHEDULE 40 PANTONE (PURPLE) PIPE S22C PER FLORIDA BUILDING CODE; PLUMBING.
D. THE CITY SHALL FURNISH, AT NO COST, DOMESTIC AND RE-USE WATER METERS, DUAL CHECK VALVES, AND LOCKBOXES COMPLETE WITH HOSE BIBBS AND FLEXIBLE 50 FT. HOSE.
6. PROTECTION AND CLEANING
A. KEEP SITE CLEAR OF DEBRIS ORIGINATING FROM THIS JOB. UPON COMPLETION, REMOVE ALL TRASH AND SURPLUS MATERIALS. JOB SITE SHALL BE CLEAN PRIOR TO ACCEPTANCE.
B. PROTECT EQUIPMENT FROM DIRT, MOISTURE, AND MECHANICAL DAMAGE DURING CONSTRUCTION. RESTORE DAMAGED EQUIPMENT TO ORIGINAL CONDITION.
7. DAMAGE BY LEAKS
REPAIR OR REPLACE ITEMS DAMAGED BY LEAKS OR OVERFLOW FROM WORK PROVIDED UNDER THIS SECTION.
8. CUTTING AND PATCHING
PROVIDE DIGGING AND DE-WATERING REQUIRED TO ACCOMMODATE WORK OF THIS SECTION. RESTORE TO ORIGINAL CONDITION ALL NEW OR EXISTING WORK. PROVIDE REPLACEMENT SOIL, SOD AND SIMILAR MATERIALS TO MATCH EXISTING ON SITE.
9. PIPE SUPPORTS
PIPING SYSTEMS SHALL BE SUPPORTED, BURIED AND BRACED IN ACCORDANCE WITH THE FLORIDA PLUMBING CODE REQUIREMENTS. SUPPORT PIPES FROM STRUCTURE WITH ASSEMBLIES DESIGNED FOR SUCH PURPOSE. PROVIDE AUXILIARY MEMBERS, ANCHORS, SADDLES AND SWAY BRACES NECESSARY FOR PIPE ALIGNMENT AND FOR RESTRAINT AGAINST EXCESSIVE MOVEMENT; ALLOW FOR PIPING EXPANSION AND CONTRACTION. PIPE WEIGHT SHALL NOT BE SUPPORTED BY VALVES, NOR EQUIPMENT. DO NOT USE POWDER DRIVEN FASTENERS, PERFORATED METAL TAPE, OR OTHER MAKESHIFT MATERIALS TO SUPPORT PIPE.
10. OPERATION AND ADJUSTMENT
A. PRESSURE TEST ALL PIPING INSTALLATIONS WITH WATER AND RECORD RESULTS BEFORE INSPECTION. REMOVE ITEMS IN PIPING INSTALLATION SUBJECT TO DAMAGE BY TEST PRESSURE.
B. OPERATE COMPLETED PORTIONS OF WORK PRIOR TO JOB COMPLETION AS DIRECTED BY OWNER OR CITY. CHECK OPERATIONAL STATUS OF SYSTEMS AND NOTIFY CITY AND OWNER IF EQUIPMENT IS NOT READY FOR OPERATION. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO SYSTEM DURING START-UP AND OPERATION PRIOR TO FINAL ACCEPTANCE.
C. UPON COMPLETION OF WORK, PLACE ENTIRE SYSTEM IN OPERATION. SUPPLY WATER FROM SERVICE MAIN, ADJUST WATER FLOW FOR NORMAL OPERATING CONDITIONS.
- E. ONLY FOR DOMESTIC SYSTEMS USING TANK TYPE WATER HEATERS PLUMBER WILL PROVIDE PRESSURE RELIEF VALVE: WATTS SERIES 530C, OR EQUAL AS SHOWN IN DRAWING.

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

PROJECT NO: EMK311016000
FILE NAME: PO.01.dwg
DESIGNED BY: ACT
DRAWN BY: JL
CHECKED BY: MCP
DATE ISSUED: 08-04-2011

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

PLUMBING PERMIT: _____ CONTRACTOR SIGNATURE: _____

CONTRACTOR NAME: _____ DATE COMPLETED: _____

CONTRACTOR LICENSE #: _____

SHEET TITLE	
POMPANO RE-USE WATER SERVICE INSTALLATION DIAGRAMS & SPECIFICATIONS	
SHEET 1 OF 1	DRAWING NUMBER PO.01