



City of Pembroke Pines

**AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
FLORIDA HYDROCORP, INC.**

THIS AGREEMENT (“Agreement”), dated November 9, 2023, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as “CITY”), and **Florida HydroCorp, Inc.**, a For Profit Corporation, with a business address of 33-C Suntree Place, Melbourne, FL 32940 (“CONTRACTOR”). CITY and CONTRACTOR shall be collectively referred to herein as “Parties” and individually as “Party”.

WHEREAS, the CITY desires to engage CONTRACTOR to provide continuing Cross Connection Control Program Management services; and

WHEREAS, on May 19, 2023, the City of Cape Coral entered into an agreement with CONTRACTOR, pursuant to Solicitation BPW2336MM, entitled “Inspect and Maintain Backflow Preventers” for the inspection and maintenance of backflow preventers commencing on May 19, 2023, for a five (5) year term, and which allows for two (2) additional one (1) year terms should the parties desire to renew the terms of the agreement; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), entitled “Utilization of Other Governmental Agencies’ Contracts”, CITY has evaluated the City of Cape Coral Solicitation BPW2336MM and the related agreement with CONTRACTOR and determined such terms and pricing may be utilized by CITY to obtain Cross-Connection Control Program Services; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to engage CONTRACTOR to provide Cross-Connection Control Program Services utilizing the terms and pricing offered in the City of Cape Coral Solicitation BPW2336MM and the related agreement with CONTRACTOR; and,

WHEREAS, CONTRACTOR agrees to extend the same terms and pricing as set forth in the City of Cape Coral Solicitation BPW2336MM and the related agreement with CONTRACTOR to CITY pursuant to the terms set forth herein; and,

WHEREAS, the Parties wish to incorporate and supplement the terms and conditions set forth in the City of Cape Coral Solicitation BPW2336MM and the related agreement with CONTRACTOR, attached hereto and made a specific part hereof as Exhibit “A”, with the terms and requirements set forth herein; and,

WHEREAS, at its meeting of November 1, 2023, 2023 the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.



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NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
2. **Scope of Services.** CITY may request from CONTRACTOR on an as-needed-basis, Cross-Connection Control Program Management Services for specified equipment and locations as may be identified by the CITY, in accordance with the terms and price units more particularly described in the City of Cape Coral Solicitation BPW2336MM and the related agreement with CONTRACTOR, attached hereto as **Exhibit "A"** and by this reference made a part hereof.
 - 2.1 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon the written request and upon authorization by the CITY. Nothing contained herein nor in any exhibit or amendment hereto, shall require the CITY to purchase any set quantity of Commodities or services.
 - 2.2 As needed, the CITY shall submit a work order to the CONTRACTOR for specified Cross Connection Control Program Management Services. CONTRACTOR shall then provide the specified Services in accordance with the work order and submit an invoice to CITY for such Services. No work may be undertaken by CONTRACTOR without a prior written authorization from the CITY. Any such services performed by CONTRACTOR without such written authorization or Notice to Proceed, shall be at CONTRACTOR's own risk and shall not incur any liability to CITY.
 - 2.3 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed pursuant to this Agreement shall be done in a professional manner. CONTRACTOR shall perform the services in accordance with the schedule provided by CITY, unless the Parties agree in writing to modify or change the schedule.
 - 2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
 - 2.5 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession.
 - 2.6 The relationship between CITY and CONTRACTOR created hereunder and the services to be provided by CONTRACTOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other contractors to perform the same or similar services performed by CONTRACTOR hereunder, so long as no other



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consultant shall be engaged to perform the specific project(s) assigned to CONTRACTOR while CONTRACTOR is so engaged without first terminating such assignment. CONTRACTOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the City of Pembroke Pines, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY' s interests in the services provided by CONTRACTOR hereunder.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 CONTRACTOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

3. **Compensation and Method of Payment.** CONTRACTOR shall be entitled to invoice CITY monthly based on CITY's work order(s) and in accordance with the unit pricing listed in the attached **Exhibit "A"**. All invoices shall include information such as but not be limited to, date of service, description of service, unit fee, and any other information reasonably required by CITY. The annual amount of compensation paid to CONTRACTOR pursuant to this Agreement for the Commodities herein required shall not exceed **THREE HUNDRED FIFTY-SEVEN THOUSAND, FOUR HUNDRED NINETY-FIVE DOLLARS AND 00/100 CENTS (\$357,495.00)**, based on the Pricing Sheet set forth below and in Exhibit "A":

Project Items	Cost
Annual Fee for Device Test Management:	\$495.00
External Site Inspection Fee:	\$25.00 per Inspection (if requested)
Fire System Backflow Prevention Assembly Testing Fee	\$150.00 each
Backflow Prevention Assembly Testing Fee	\$70.00 each
Ongoing availability to advise on Cross-Connection Control	No Charge

3.1 The total compensation amount set forth in Section 3 herein may not be exceeded without a written amendment to this Agreement. CONTRACTOR shall invoice CITY monthly. All invoices shall include information such as but not be limited to, date of service, description of service, unit fee, and any other information reasonably required by CITY. CITY has up to thirty (30) days to review, approve, and pay all invoices after receipt.



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3.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

3.3 Method of Billing and Payment. The CITY shall within thirty (30) days, from the date of CITY's Utilities Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Utilities Director or his or her designee. Payment will be made to CONTRACTOR at:

**Florida HydroCorp, Inc.
5700 Crooks Road, Suite #100
Troy, MI 48098**

4. **Changes to Scope.** CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, to be provided pursuant to this Agreement and in accordance with **Exhibit "A"**. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of CITY's Code of Ordinances and must be contained in a written amendment, executed by the Parties hereto prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein, in a change order, or in a separate written agreement executed by the Parties hereto.

5. **Term and Termination.**

5.1 **Term.** CONTRACTOR shall provide the Services required herein and in accordance with **Exhibit "A"**, attached hereto and by this reference made a part hereof, on an as-needed basis, for a period commencing on the effective date of Agreement and terminating on May 18, 2028. Should the City of Cape Coral authorize the additional **one (1) year** renewal term as set forth in the City of Cape Coral Solicitation BPW2336MM and the related agreement with CONTRACTOR, the CITY and CONTRACTOR may renew the terms of this Agreement pursuant to a written amendment hereto.

5.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) days written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

5.3 **Termination for Cause; Default.** In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event that CONTRACTOR abandons this Agreement, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment. CITY reserves the right to



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recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.

5.3.1 **Default Events**. The occurrence of any one or more of the following events shall constitute a default and breach of this agreement by CONTRACTOR:

5.3.1.1 Unnecessary delay, refusal of, or failure to correct deficiencies for a period of thirty days after receipt by CONTRACTOR of written notice of such neglect or failure.

5.3.1.2 Assignment and/or transfer of this Agreement which is not expressly permitted here under or in writing by CITY.

5.3.1.3 The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudicated bankrupt (unless, the same is dismissed within sixty (60) days of such filing).

5.3.2 **Remedies in Default**. In the event of default, all payments remaining due to CONTRACTOR at the time of default, less all sums incurred by CITY for reasonable, direct, out-of-pocket costs incurred by CITY by reason of default, shall be due and payable to CONTRACTOR. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

6. Insurance.

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

6.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than



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“Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

- 6.4 Certificates of Insurance shall provide for thirty (30) days’ prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) days’ notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.
- 6.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 6.6 **Required Insurance.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ 6.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
1. Each Occurrence Limit - \$1,000,000
 2. Fire Damage Limit (Damage to rented premises) - \$100,000
 3. Personal & Advertising Injury Limit - \$1,000,000
 4. General Aggregate Limit - \$2,000,000
 5. Designated Construction Project(s) General Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ 6.6.2 Workers’ Compensation and Employers’ Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers’ Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



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all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ 6.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

Yes No

- ✓ 6.6.4 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

6.7 REQUIRED ENDORSEMENTS.

- 6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 6.7.2 Waiver of all Rights of Subrogation against the CITY.
- 6.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 6.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 6.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

- 6.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.



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- 6.9 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Section 7, herein.
7. **Indemnification.** The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
- 7.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
8. **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.
10. **Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
11. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall



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retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

12. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

13. **Uncontrollable Forces.** Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the



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circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.
15. **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.
16. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:
- 16.1 Keep and maintain public records required by the CITY to perform the service;
- 16.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 16.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and
- 16.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- 16.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY



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**TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

17. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: Larry LaBute
Florida HydroCorp, Inc.
5700 Crooks Road, Suite # 100
Troy, MI 48098
Telephone No. 248-250-5001
Email: llabute@hydrocorpinc.com

18. **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together



shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20. **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

20.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

20.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

20.2.2 Is engaged in business operations in Syria.

21. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1 **Definitions for this Section.**

21.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

21.1.2 "Subcontractor" includes, but is not limited to, a vendor or consultant.

21.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees.



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Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 21.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

22. **Records and Audit.** CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of five (5) years after final payment is made under this Agreement, or as otherwise required by applicable law.

23. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.



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24. **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
25. **Compliance with Laws.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.
26. **Entire Agreement.** These terms, together with Exhibit "A", incorporated herein by reference, set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with request to such subject matter. All references to "City of Cape Coral" or "City" in Exhibit "A" shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.
27. **Conflict of Terms.** In the event of any conflict or ambiguity by and between the terms set forth in Exhibit "A" with the terms set forth herein, the terms of this Agreement shall prevail.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

[Signature], 10/19/23

Print Name: SARVEESH BOPAIN
OFFICE OF THE CITY ATTORNEY
DS

BY: *[Signature]*

MAYOR FRANK C. ORTIS

ATTEST:

DocuSigned by:

[Signature] November 9, 2023
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK



DocuSigned by:

BY: *[Signature]* November 9, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

FLORIDA HYDROCORP, INC.

Signed By: Mark Martin

Printed Name: Mark Martin

Title: CEO

City of Cape Coral
Inspect and Maintain Backflow Preventers
Contract #: BPW2336MM

THIS CONTRACT is made this 19th day of MAY, 2023 by and between the **CITY OF CAPE CORAL, FLORIDA**, hereinafter called "**CITY**", and FLORIDA HYDROCORP, INC., doing business as a corporation located at 33-C Suntree Place, Melbourne, FL 32940, hereinafter called "**CONTRACTOR**".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will commence and complete the Inspection and Maintenance of Backflow Preventers at the City of Cape Coral's properties in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted

The term of the contract to be awarded as a result of this bid shall be for **five** years starting on the effective date, and may be renewed for **two** additional, one-year periods upon mutual agreement by the City and the Contractor.

5. This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this agreement. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this agreement, whether completed or in progress.
6. The Term "Contract Documents" shall include this Contract, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, the Bid Package prepared and issued by the CITY, the General Conditions, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.
7. **Assignment:** This agreement may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement 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 the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
9. **Administration of Agreement:** The Department Director or their representative shall administer this agreement for the CITY.
10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth

City of Cape Coral
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Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney's fees.

11. **Amendments:** No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
12. **Payment Procedures:** CITY shall make payment and Contractor(s) shall be in receipt of all sums properly invoiced within thirty (30) days of the CITY's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies Contractor(s) in writing of its objection to the amount of such invoice, together with CITY's determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period.

If CITY shall give such notice to the Contractor(s) within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the Contractor(s) the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the Contractor(s) shall promptly refund to the CITY the amount of such overpayment

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

https://www.capecoral.gov/document_center/Finance/Electronic_Funds_Transfer_Form.pdf

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

13. **Contractor's Representations:** In order to induce CITY to enter into the Agreement CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been

City of Cape Coral
Inspect and Maintain Backflow Preventers
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discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
16. **Other Provisions:** The CITY reserves unto itself sole authority to execute and authorize the issuance of change order(s), directives, or other documents to the CONTRACTOR which impact on or change the contract time or price. These actions by the CITY will be taken after due consideration of the recommendations and analysis of the ENGINEER. This provision supersedes any other contradictory provisions within the Contract Documents.
17. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.
18. **Public Record:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.
19. **Public Construction Bond (if applicable):** Any Contractor entering into a contract for the construction of a public building or public work, or for any repairs upon a building or public work shall, before commencing work, execute, deliver to the City of Cape Coral, and record in the public records of Lee County, Florida, a public construction bond issued by a surety authorized to do business in the State of Florida. The amount of the bond shall be 100% of contract amount.
20. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance required by law.
 - a. **Workers' Compensation:** Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000.00 for each accident.

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b. Comprehensive General Liability: Shall have minimum limits of \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement.

c. Commercial Auto Liability: Shall have minimum limits of \$1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees' Non-Ownership.

d. Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured on the General Liability policy and the contract number (BPW2210MM) shall be listed under the comments section. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

The City of Cape Coral shall be named on the COI as additional insured on the General Liability. This does not pertain to Workers' Compensation. The Project Name and Number to also be listed. (Inspect and Maintain Backflow Preventers - BPW2336MM)

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities

21. **Safety and OSHA Compliance:**

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

22. **Annual Appropriation Contingency:** Pursuant to Florida Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.

23. **Immigration Affidavit Certification and E-Verify Validation:**

As a condition precedent to entering into this AGREEMENT, and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

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Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
 - c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
 - e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
24. **Unauthorized Aliens:** 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 any contract resulting from this ITB. This applies to any sub-contractors used by the Contractor as well.
25. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting with public agencies are prohibited from contracting for goods or services over one million (\$1,000,000) dollars that appear on the Scrutinized Companies List.
26. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
27. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
28. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

City of Cape Coral
Inspect and Maintain Backflow Preventers
Contract #: BPW2336MM

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written.

ATTEST:

CITY:

Signature: _____

Typed Name: Kimberly Bruns, CMC

Title: City Clerk

CITY OF CAPE CORAL, FLORIDA

Signature: Wanda Roop

Typed Name: Wanda Roop, CPPO

Title: Procurement Manager

Date: 5/19/2023

CITY LEGAL REVIEW:

DM 5/17/2023
For Dolores Menendez Date
City Attorney

CONTRACTOR:

FLORIDA HYDROCORP, INC

Signature: Mark Martin

Print Name: Mark Martin

Title: CEO

Date: 5/18/23

EXHIBIT A



PROPOSAL Developed For

Mark Milkovich
Procurement Specialist

City of Cape Coral
Cape Coral, FL 33915

PROJECT CONSULTANT

Larry LaBute, Founder, Senior Sales Development
DIRECT LINE: 248.981.6981
EMAIL: llabute@hydrocorpinc.com

April 5, 2023





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1. EXECUTIVE SUMMARY

1.1. Summary of proposed Scope of Work

This project is to provide program management services for an ongoing Cross-Connection Control Program currently operated by the City of Cape Coral (CITY) for their city owned backflow prevention assemblies (BPA). These services will be provided to ensure compliance with the Florida Department of Environmental Protection (FDEP), regulations for backflow prevention devices, assembly testing, and recordkeeping.

HydroCorp is a backflow prevention program management company that has been developing and managing testing, inspections, and various other services necessary to maintain a comprehensive backflow prevention program. We are a management firm and not a plumbing company. If you choose to use our services we will prepare a bid package and solicit the necessary field services from local, certified testers and licensed contractors for repair/replacement services. There were a few documents within your bid package that are relevant to contractors. Therefore, the responses to your forms may not be typical of what you would see from a plumbing contractor. We guarantee that all work completed by our contractors will meet State and local requirements. We assume all responsibility for the credibility of our contractors.

These services will be provided by a local contractor with hands-on coordination by our offices. Testing of all BPA will be scheduled and completed by this contractor and recorded on-line. Repairs, replacements, or new installations will be coordinated with appropriate staff to ensure CITY knowledge of overall program status. Repair pricing is included in the Appendix. New installations and replacement pricing is bid out at the time of requirement to ensure the best delivery time and pricing.

Pricing below includes all labor, materials, tools, and equipment necessary to provide the necessary services. All work will be completed once authorized by the City Project Manager.

Once this project has been approved and accepted by the CITY and HydroCorp, you may expect completion of the following elements annually. The components of the project include:

1. Conduct a project start-up meeting with the CITY Cross-Connection Control/Backflow Prevention Program staff.
2. Provide data transfer template for all backflow prevention assemblies and/or customers to be included in the program, from the existing CITY database (BSI) to the HydroCorp database.
3. Validate the above database to identify any possible errors or inconsistencies.
4. Maintain all data on an online system that enables CITY staff to monitor and generate reports as desired. This database, HydroSoft I/O, is an on-line database that is available, 24/7, on any system or device capable of accessing the internet.
5. Provide full-time, toll-free phone support for customer questions by a trained staff member. The phone will be staffed during regular business hours, Monday through Friday. After-hours calls are directed to an answering service with staff trained to handle our calls.

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6. Coordinate and manage the testing of all testable backflow prevention devices in accordance with FDEP requirements. Services include on-site testing, test failure notification, installation requirement notifications, receipt of executed test reports, and maintenance of all testing data. HydroCorp will prepare a bid for local contractors to establish pricing and credentials for testing all testable assemblies. HydroCorp will coordinate with the lowest bidders to test all backflow assemblies. Facilities will be tracked to ensure compliance with testing requirements. Testers will provide test tags to indicate the year they were tested.
7. Testing contractors will be capable of field service, replacement, or repair for any BPA in the CITY system. Testing and repair work will be completed following ASSE or TREEO guidelines.
8. Inspections/Testing will include, at a minimum:
 - a. Testing of all BPA's to determine whether it is in service and in satisfactory condition
 - b. Identify any condition that could potentially compromise the performance of any components of the BPA
 - c. Identify if the BPA is installed properly, note the general condition, and accessibility.
 - d. Take a photo of every BPA after testing with date and time stamp.
 - e. Obtain GPS location of every BPA and install completed test tag.
9. Provide spot checks for device testers. HydroCorp will visually inspect tested assemblies for the presence of the current test tag and for verification of field data gathered by a certified tester.
10. Assist with preparing an initial mailing, by the City, to all customers to advise/educate them on the new CCC testing program.
11. Provide progress review meetings with the Utility's designated representative to discuss the program status and specific recommendations as requested.
12. The cost below includes all "time and travel" expenses for the entire project.
13. HydroCorp will provide a staff member to provide the CITY training and coordination at the time of project start-up. This staff member will be the program manager and remain available throughout this project to maintain effective communication between the CITY staff and HydroCorp. HydroCorp will ensure that the hired testing contractor is ASSE or TREEO certified for day-to-day on-site needs, quality control, communications, and compliance assistance and to provide overall effective communications between CITY staff, HydroCorp, and customers.
14. HydroCorp will provide a staff member to coordinate all activities with contractors for testing, repair, replacements, and new installations. Hydro staff will remain available to CITY for Zoom or On-Site meetings as requested.
15. Provide Quality Control services for subcontractors to ensure proper workmanship and competitive pricing to customers.
16. Provide an annual report summarizing all data generated throughout the year. The FDEP Annual Report will be completed and ready for submission, along with all backup data. Test reports for

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Summary of proposed Scope of Work and Cost (continued)

the year will be available to download for long-term storage and ease of data management and retrieval.

17. All services will be coordinated through our proprietary software, HydroSoft. HydroSoft is a web-based software that enables inspectors and testers to automatically synchronize data generated in the field via the World Wide Web. Synchronization is achieved wirelessly from the field via the Web. HydroCorp will provide inspectors and/or testers with online queues for uploading and downloading data files. All data gathering and transference will be paperless. HydroSoft can generate customized reports based on any available data set. There are no fees for uploading test data or any other information from the field staff.
18. Accurate records will be kept for each location. Records will include, service date, BPA data including: size, make, model, serial #, and condition. All test results will be available on-line at any time and will be summarized on the provided CITY Dashboard within HydroSoft I/O.
19. Meter numbers will be provided within HydroSoft database when easily verified in the field or provided by the CITY.
20. A visual inspection will be conducted at the time of initial testing. Tester Field Notes will be provided for any deficiencies identified. Notes are available within each test form for each test completed. Note: All additional items contained within the RFP Scope of Services section Initial Visual Inspection are acknowledged and acceptable except for using the BSI Online system.
21. These services will be provided in accordance with all applicable Rules and Standards of the FDEP, NFPA, Florida Building Code or latest edition standards, Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and State Statutes which govern these services.
22. All services will be provided during normal working hours Monday – Friday. Emergency services will be provided as necessary within a two-hour window. Requested services that are non-emergency will be provided asap but not to exceed 48 hours.
23. All field personnel will wear the City provided identification when working.



1.2. Cost Breakdown

Project Name:	Cross-Connection Control Program Services	Project Code:	BPW2336MM
Client Contact:		Valid Through:	June 30, 2023
Proposal Date:	April 5, 2023		
Prepared By:	Larry LaBute		

Invoice method: HydroCorp will invoice the CITY monthly for the device testing services completed during the preceding month. The invoice will include an electronic listing of addresses that have had their assembly(s) tested. The invoice will equal the number of assemblies tested multiplied by the agreed-upon testing charge.

Cost Breakdown

Project Items	Cost
Annual Fee for Device Test Management:	\$495.00
External Site Inspection Fee:	\$25.00 per Inspection (if requested)
Fire System Backflow Prevention Assembly Testing Fee	\$150.00 each
Backflow Prevention Assembly Testing Fee (Domestic & Fire line By-Pass)	\$70.00 each
Totals: (24) Fire BPA @ \$150/test	\$3,600.00
(132) Domestic BPA @ \$70/test	\$9240.00
Total Annual Testing Fee (based upon Exhibit A)	<u>\$ 12,840.00</u>
Ongoing availability to advise on Cross-Connection Control	No Charge

Project scheduling/acceptance will commence upon receipt of a Purchase Order to:

HydroCorp – Main Office
 5700 Crooks Road/Suite 100
 Troy, MI 48098 Federal Tax I.D. #38-2810008
 Florida Office: 10 S. Harbor City Blvd. Melbourne, FL 32901

Submitted by: Larry LaBute | 248-981-6981 | llabute@hydrocorpinc.com

X _____
 HydroCorp Representative (Signature) Date

Accepted by:

X _____
 Representative (Signature) Date

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2. QUALIFICATIONS

2.1. HydroCorp, The Safe Water Authority

"We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to drinking water and other distribution systems. Our goal is cost effective compliance."

It's who we are. It's what we do. The inspiration guides HydroCorp's activities day after day and year after year. We are proud to consider ourselves a company grounded in high principles, sound business practices, absolute integrity, and unparalleled expertise. We realize that these are the essential factors in successfully attaining our mission, consistently fulfilling our commitments to our clients, and advancing the well-being of the public.

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to over 80 full-time associates in multiple states.
- HydroCorp provides Cross-Connection Control Program Management Services to over 400 communities in several states, including Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, California, and Minnesota. We still have our first customer!
- HydroCorp Conducts over 80,000 on-site Cross-Connection Control Inspections **annually**.
- Our highly trained staff works efficiently to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that field inspectors follow to meet productivity and quality assurance goals.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
 - USC -Foundation for Cross Connection Control and Hydraulic Research,
 - ASSE- American Society for Sanitary Engineering
 - ABPA - American Backflow Prevention Association
- Our trained administrative staff and call center have attended basic cross-connection control training classes and can answer most technical calls related to the program.
- HydroCorp staff and company are active members in many water industry associations, including: AWWA, NRW, APWA, ABPA, ASSE, FRWA, IAPMO, NRW, USCCFCCC
- HydroCorp is not a Plumbing Company and does not utilize existing staff to provide plumbing services.

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2.2. Industry Leadership

With over 400 municipal clients and for over 40 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients and a virtually unmatched level of customer satisfaction. HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



2.3. References

- a. **City of Lake City**, Mike Osborn – Utility Superintendent
386.466.3352 osbornm@lcfla.com
- b. **City of Titusville**, Doug Larkins – Program Coordinator
321.567.3887 doug.larkins@titusville.com
- c. **City of West Melbourne**, Mark Piccirillo – Public Works Director
321.727.3710 mpiccirillo@westmelbourne.org
- d. **City of Cooper City**, Mike Stanton – DPW Supervisor
954.434.5519 mstanton@coopercityfl.org

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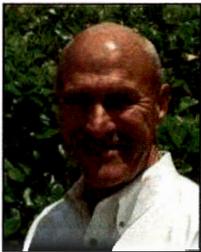
3. STAFF BIOS

Corporate Officers



Mark L. Martin, CEO and President. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.

Connect with Mark on LinkedIn: www.linkedin.com/in/mark-l-martin-b5632b76/



Larry J. La Bute, Chief Commercial Officer, Founder, and Senior Sales Development. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.

Connect with Larry on LinkedIn: www.linkedin.com/in/larryilabute/



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.

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Paul Patterson, Senior Vice President of Sales. Mr. Patterson has been with HydroCorp since 2004. In that time, he has assisted numerous water utilities in Delaware, Florida, Maryland, Michigan, and Virginia with their Cross Connection Control programs. Paul has also conducted training in Backflow Prevention and Cross Connection Control for the Michigan Department of Environment, Great Lakes, and Energy, Michigan Rural Water Association and Delaware Rural Water Association. Prior to joining HydroCorp, Mr. Patterson was a member of the United States Air Force where he assisted in the implementation of a Cross Connection Control Program at Nellis Air Force Base, NV and was involved in numerous construction projects worldwide. Mr. Patterson has over 25 years' experience in plumbing, water distribution, cross connection control and backflow prevention.

Connect with Paul on LinkedIn: www.linkedin.com/in/paul-patterson/

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Staff Bios (continued)



Dave Cardinal, Vice President of Operations. Dave is a seasoned operations professional with over twenty-eight years of experience in the water industry. He has a successful record of accomplishments in the cross-connection control industry. He is experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

As Vice President of HydroCorp, Dave oversees business practices, field operation procedures, and administrative functions related to cross-connection control program management and meter installation projects. He works closely with the executive team to develop and execute the company's strategic plan and is responsible for driving operational excellence throughout the organization.

He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers, and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.

Connect with Dave on LinkedIn: www.linkedin.com/in/dcardinal/



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager, Ryan is responsible for providing administrative support to field surveyors, regional managers, and division directors with all components associated with managing a comprehensive cross-connection control program and providing the highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 18 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

Program Administrators/Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one of the following programs:



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4. SECURE DATA AND WATER CUSTOMER CARE PROCESS

4.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues, which could lead to field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing and address information.

Specialized Software:



HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of CITY. The CITY can access program data, information, and reports online via a web browser. All our Client Data is secured on our Application Server behind a Hardware and Software Firewall.

Standard reports include the following:

- Testable assembly inventories, tests completed, overdue, and compliance status.
- Custom queries, data exports, and reports as needed.

Information Technology Infrastructure:

HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated staff member responsible for new client start-up and database implementation to ensure we have the most accurate information possible at any given time.

We have continually invested in hardware infrastructure (Network Servers, Client Workstations, Firewalls, and Tablet PCs for Field Inspectors) and software to leverage technology in the workplace and improve customer service and lower costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

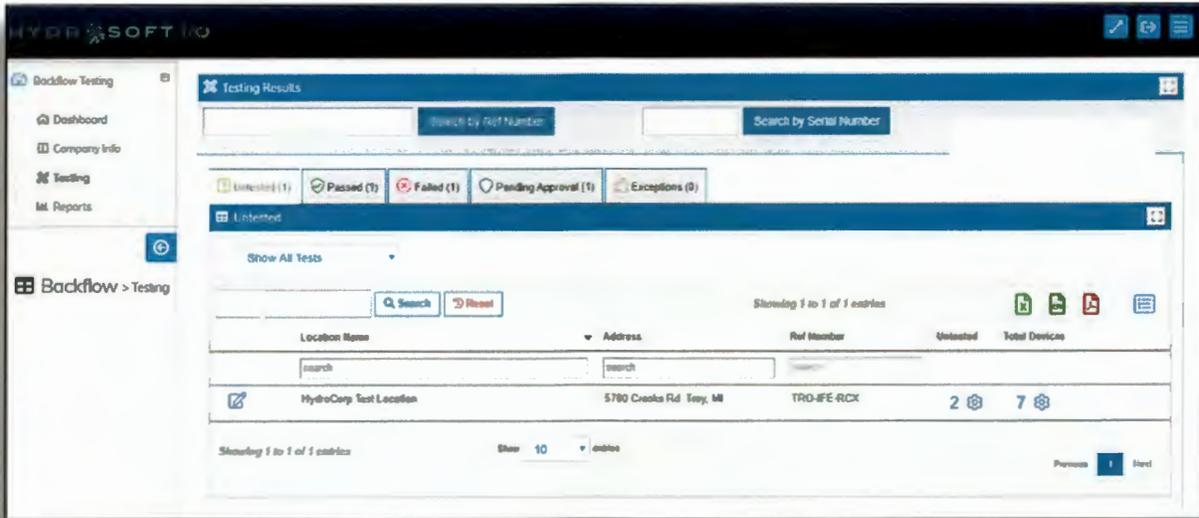
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4.2. Live Program Data Access for Designated Water Purveyor Staff

Main Dashboard Example



HydroCorp Headquarters

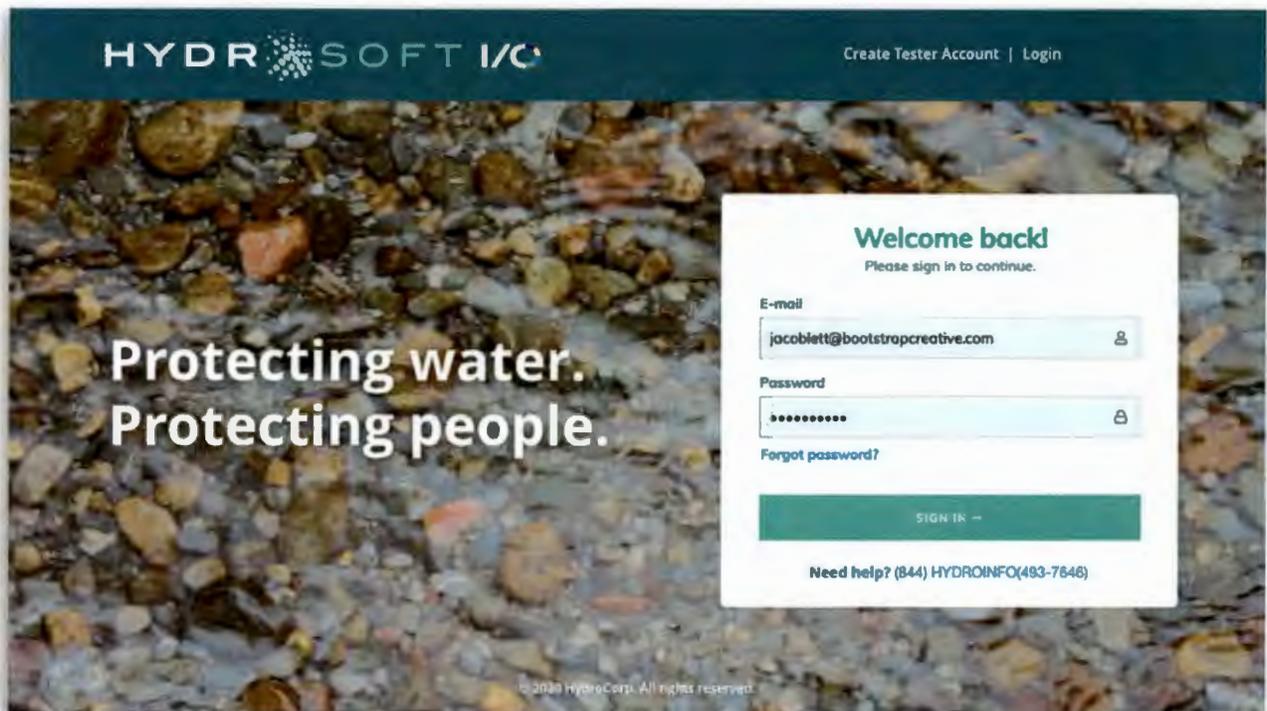
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4.3. Annual Backflow Prevention Assembly Testing Record Tracking

- HydroCorp monitors backflow prevention assembly tester credentials and qualifications to ensure that only qualified and state-certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as “failed” and a phone call is made to the tester seeking the correct information.
- HydroCorp continually monitors program database information and reviews this with the CITY contact to improve compliance results and customer service. **Most of our Florida clients have achieved 100% compliance with FDEP regulations.**

Example Screen for Online Backflow Preventer Test Record Submission:



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4.4. Customer Service / Public Awareness Toolkit

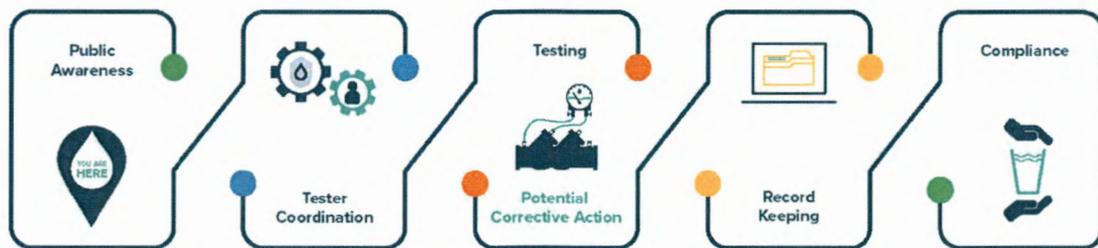
HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from 8:00 AM – 5:00 PM MON-FRI. Most program calls and questions can be answered by one of our representatives. Our field staff also carry tablets and smartphones to respond promptly to customer-related issues.

Preventing backflow contamination and ensuring the functionality of backflow prevention assemblies is a team effort between building owners and the water purveyor. Informing local water customers and building owners affected by the Cross-Connection Control (CCC) program is essential for program success and compliance.

The intended audience of these resources is the end user, Water Customer, Occupant, and/or Owner.

Public Awareness Toolkit includes:

1. Common Definitions and Code references.
2. Sample CCC Program Announcement Letter (applies only to new program clients).
3. Online video explaining the Cross-Connection Control Program.
4. Digital Tri-Fold Educational Brochure (printed versions available for a fee).
5. Pre-written Social Media posts/links.
6. Technical images for use on Utility/City websites and Social Media posts.
7. Web Page hosted by HydroCorp.



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Example custom public awareness website included in the scope of work:

CITY OF MARGATE
STATE OF FLORIDA

CROSS-CONNECTION CONTROL PROGRAM

City Website

Cross-Connection Control Program Overview

Your local water provider is making improvements to protect the safety of drinking water. Here's why.

A cross-connection is an actual or potential connection between the safe drinking water (potable) supply and a source of contamination or pollution. Cross-connections can result in a hazardous event known as backflow, which can draw those contaminants into your drinking water supply.

Florida Administrative Code Rule 62.555.360 prohibits hazardous reconnections to public water systems and requires all public water systems develop a comprehensive Cross-Connection Control Program.

Florida Water Customers
"How Does the Cross-Connection Control Program Affect Me?"

FLORIDA ADMINISTRATIVE CODE >>

FREQUENTLY ASKED QUESTIONS >>

FLORIDA CCC PROGRAM BROCHURE >>

CROSS-CONNECTION AND BACKFLOW FAQ

- What is backflow? +
- What is a Cross-Connection? +
- What is a backflow preventer? +
- Why do I need to test my backflow prevention assembly? +
- What is an example of a "corrective action"? +
- Is any older, legacy equipment "grandfathered" in? +

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APPENDIX B – PROGRAM WORKFLOW

MUNICIPAL SERVICES

DRAMATICALLY REDUCE THE COST – AND HASSLE – OF BACKFLOW PREVENTION



Cross-connection control programs are a necessary – yet unfunded – burden, mandated by the state to protect drinking water from outside contamination. For utilities that outsource their backflow prevention program, the functional burden is reduced. But the financial burden remains.

Until now, HydroCorp – *The Safe Water Authority*[™] – brings Florida utilities an optimized backflow prevention program management system that is quick, convenient, and complete. It practically eliminates costs to the utility. It ensures compliance with testing requirements. It minimizes costs to the consumer. And it removes the hassle, for both the customer and the utility.

A HYDROCORP PROGRAM DELIVERS:

- Increased Staff Efficiencies
- Reduced Cost to Water Utility
- Reduced Testing Cost to Water User
- Assured Regulatory Compliance
- On-Demand Program Tracking and Reporting
- No Software or Hardware to Purchase
- On-Line Software for Utility Personnel to Use for Field Inspections, New Customer Data Entry, and Customer Updates
- Reduced Risk of Backflow Incident
- Professional Program Management and Oversight
- Consistent Program and Testing Costs
- Convenient Billing for Water User

EASY, EFFICIENT, AND CUSTOMIZED.

More than 30 years of cross-connection control expertise means we know the needs of utilities – of all shapes and sizes – and we tailor our services to match those needs precisely. Including options for fee payment:

- Fee added to the monthly water bill
- One-time charge on the water bill
- Separate bill to the consumer, monthly or yearly

HYDROCORP.
THE SAFE WATER AUTHORITY.

HOW IT WORKS:

- 1

Utility provides HydroCorp with customer account information

- 2

HydroCorp transfers Utility database information into HydroSoft[™] web-based software

- 3

HydroCorp obtains bids from local contractors for testing of backflow prevention assemblies

- 4

HydroCorp provides ASSE[®] and TREEO certified staff for program management oversight, and coordination of all activities for testing, repair, replacement and new installations of assemblies, ensuring consistent procedures and proper licensing and insurance

- 5

HydroCorp provides a general informational mailer along with web site public education resources

- 6

HydroCorp provides annual report summarizing all data and program compliance information

- 7

Utility passes along agreed-upon program fees to water consumers on utility bill



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INTRODUCTION

The City of Cape Coral was incorporated in 1970 and operates under the Council/City Manager form of government. The City Council has eight members consisting of the mayor and seven members all elected at large on a nonpartisan basis. City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City, which provides a comprehensive range of municipal services including general government, public safety, community services, public works, planning, utilities, and parks and recreation.

Cape Coral is the 8th largest city by population and the 3rd largest by land mass in Florida. Cape Coral currently has a population of more than 200,000 residents and is experiencing high growth. As a pre-platted community, Cape Coral could have more than 360,000 residents at buildout. The city has a sub-tropical lifestyle with thousands of waterfront residential properties on almost 400 miles of canals. About two-thirds of these canals provide boaters with direct access to the Gulf of Mexico.

LEGAL ENTITY

The Legal Entity Name of proposer must be provided on the proposal submittal and all proposal form documents that are being submitted for the proposed goods or services requested in this solicitation. The Legal Entity Name will be used when creating the proposed goods or services contract between the Awarded Firm and the City.

Acronyms listed on bid Line Items

DC: Double-check valve assembly

RP: Reduced pressure valve assembly

DCDA: Double-check detector assembly

RPDA: Reduced-pressure detector assembly

PVB: Pressure vacuum breaker assembly

Inspect and Maintain Backflow Preventers

SCOPE OF SERVICES

The City of Cape Coral has backflow preventers throughout City-owned buildings and properties. The selected vendor shall provide annual service, repair, and/or replacement of all backflow preventers.

It is the City's intent to issue one contract but reserves the right to award multiple contracts. The term of the contract(s) will be for a period of five (5) years with two (2) optional one (1)-year renewals.

Bid price for the requested service shall include all labor, materials, tools, and equipment necessary to provide the service.

Service to be provided only when authorized. There shall be no automatic inspections. Authorization shall be issued by the City's Project Manager along with the issuance of a purchase order. In any circumstance if a tear down, test, or inspection cost exceeds the cost to replace the backflow preventer then a new replacement will be accepted with exact size and type.

Locations and approximate quantities of all equipment are included as EXHIBIT A. Additionally, these lists are not all inclusive and are only intended to serve as a guide to evaluate the level of work required. Systems change periodically as devices are placed in and out of service. This quote award may result in similar quantities of purchase; however, this is not guaranteed, and no minimum amount is implied.

SPECIFICATIONS

SECTION I

BACKFLOW PREVENTERS

The Contractor shall inspect and perform routine and preventative maintenance to the system, in accordance with manufacture's recommendations. Backflow preventers shall be serviced in accordance with National Fire Protection Association (NFPA) 25: Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems, current editions, and manufacturer's specifications, to include (but not limited to): inspection, maintenance, and testing.

The contractor shall be able to service, replace and provide new backflow preventers or cross connecting devices, as required. After installation, the Contractor shall test and certify such devices to comply with applicable laws and codes.

Inspections shall include, but are not limited to:

- a. Each backflow prevention device to determine whether it is in service and in satisfactory condition.
- b. Site and identify any condition that could potentially compromise the performance of mechanical and/or electronic components of the backflow preventer.
- c. Backflow preventer control valves for proper position, general condition, and accessibility.

- d. The general condition of backflow preventers, piping, hangers, drains, test ports, and related equipment.
- e. Conduct required annual performance differential test.
- f. Tag devices as required and perform all required record-keeping/reporting.

Backflow Contractor shall be willing to test and repair all types and sizes of backflow assemblies in various locations (including but not limited to: vaults, platforms, mechanical rooms)

Accurate records must be kept for each location. Records to include, service date, size, assembly model and serial number, pass or fail for each test. These records must be available upon request by City and retained for the duration of this contract. Backflow contractor shall initially attach a testing record tag to each backflow assembly after testing where tags are not already present. Backflow Contractor shall replace with new tag if necessary.

The Contractor shall make test results available to the Project Manager through a secured, online portal and/or the City's online backflow tracking vendor – currently, Backflow Solutions, Inc (BSI). When required to file electronically through BSI, the certified backflow assembly tester will use the specified Customer Confirmation Number (CCN). Cape Coral requires the meter number when submitting a test online. The contractor shall obtain this information when performing a test.

INITIAL VISUAL INSPECTION

An initial inspection shall begin within thirty (30) days of award and issuance of Purchase Order (PO) and be completed within sixty (60) days. The initial inspection shall verify the devices listed on Exhibit A, ensure there is a tag on the devices, as well as list any noted corrective maintenance and repairs to the devices.

The Contractor shall maintain a current list of all backflow protection assemblies (BPA) associated with this contract including the manufacturer, serial number, and size of both the BPA and the associated water meter. This list shall also include the date of the last certification. The Contractor shall provide the list to the Project Manager upon completion of the initial inspection and annually thereafter.

The Contractor shall take necessary precautions to protect personnel or property against injury or damages. The Contractor shall be responsible for any injury/damages that occur as a result of his/her failure to provide adequate protection. Any parts of the City Facilities which are damaged by the Contractor's equipment or procedures during services shall be replaced or repaired as directed by the City at the Contractor's expense. Contractor shall be responsible for fully restoring City property to its original pre-test condition.

The Contractor shall report any defective equipment or impending failures to the City. Required repairs shall include a cost estimate to be submitted to the City within ten (10) business days after inspections have occurred at the specific facility. Repairs may be performed immediately during the annual inspection with proper coordination with the Project Manager.

Test reports are filed electronically by the certified backflow assembly tester via BSI Online, using the Customer Confirmation Number (CCN). Cape Coral requires the meter number when submitting a test online. The contractor shall obtain this information when performing a test.

SECTION II

In performance of the work required by this contract, the Contractor shall comply with all current applicable requirements established by the NFPA, Florida Department of Environmental Protection (FDEP), Florida Building Code or latest edition standards, Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and State Statutes which govern this type of service. In case of conflict between authorities having jurisdiction the most stringent requirement shall govern.

The State of Florida Building Code dictates minimum standards for backflow assemblies. Fire system backflow prevention devices may only be tested and services by a licensed fire sprinkler company.

CONTRACT HOURS AND RESPONSE TIME

- a. Regular working hours are defined as up to eight (8) hours per day, Monday through Friday, beginning no earlier than 7:00 AM and ending no later than 7:00 PM, excluding City recognized holidays. The City observes the following holidays: New Year's Day, Martin Luther King Jr., President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.
- b. Emergency service calls shall require service within two (2) hours of call and be available to respond twenty-four hours a day and year-round.
- c. Non-emergency/unscheduled service calls shall require service during regular working hours. Service shall be provided within 48 hours of request and may need to provide this service during non-business hours to not disrupt the normal business.

SECURITY

Each employee is required to wear an identification tag and/or uniform with the company name visible. This will be provided by and paid for by the awarded contractor. Contractor shall attempt to notify resident of his/her intent to test/inspect arriving at a property. For testing assemblies requiring special access such as in a crawl space, garage, or locked yard, backflow contractor shall coordinate access with the City.

Contractor employees are required to wear, at all times on any Charter School (AUTHORITY) site, State issued identification badges per AUTHORITY policies and the Jessica Lunsford Act. Employees will not be allowed on any AUTHORITY site without proper badges. Failure to meet this requirement will result in the immediate removal of any employee without a badge from any site. Compliance with the Jessica Lunsford Act can be found in the Attributes Tab.

PERMITS

Where a permit is required for the completion of services, the City shall reimburse the Contractor for all permit costs plus a fee as specified in the bid document. The City shall reimburse the cost of additional inspections when the additional inspections are a direct result of change orders made at the City's request, or from circumstances beyond the Contractor's control. The cost of all other inspections shall be borne by the Contractor. The Contractor shall submit a copy of the permit fee receipt.



THE SAFE WATER AUTHORITY®

PROPOSAL Developed For:

Michael Bailey
DPW Director

City of Pembroke Pines
Pembroke Pines, Florida 33025

PROJECT CONSULTANT

Larry LaBute, Founder, Senior Sales Development
DIRECT LINE: 248.981.6981
EMAIL: llabute@hydrocorpinc.com

July 26, 2023





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1. EXECUTIVE SUMMARY

1.1. Summary of proposed Scope of Work

This project is to provide program management services for an ongoing Cross-Connection Control Program currently operated by the CITY. This proposal is for the purpose of piggybacking off an existing contract awarded to HydroCorp after competitive bids were procured by the City of Cape Coral. The components of the project include:

1. Provide on-going management of the backflow prevention program.
2. Maintain all data on an online system that enables CITY staff to monitor and generate reports as desired.
3. Provide full-time, toll-free phone support for customer questions by an ASSE trained staff member. The phone will be staffed during regular business hours, Monday through Friday. After-hours calls are directed to an answering service with staff trained to handle our calls.
4. Coordinate and manage the testing of all testable backflow prevention devices in accordance with FDEP requirements. Services include on-site testing, test failure notification, installation requirement notifications, receipt of executed test reports, and maintenance of all testing data. HydroCorp will prepare a bid for local contractors to establish pricing and credentials for testing all testable assemblies. HydroCorp will coordinate with the lowest bidders to test all backflow assemblies. Facilities will be tracked to ensure compliance with testing requirements. Testers will be provided with test tags to indicate the year they were tested.
5. Provide spot checks for device testers. HydroCorp will visually inspect tested assemblies for the presence of the current test tag and for verification of field data gathered by a certified tester.
6. Assist with preparing an initial mailing, by the City, to all customers to advise/educate them on the new CCC testing program.
7. Provide progress review meetings with the Utility's designated representative to discuss the program status and specific recommendations as requested.
8. The cost below includes all "time and travel" expenses for the entire project.
9. HydroCorp will provide a staff member to coordinate all activities with contractors for testing, repair, replacements, and new installations.
10. Provide Quality Control services for subcontractors to ensure proper workmanship and competitive pricing to customers.
11. Provide an annual report summarizing all data generated throughout the year. The FDEP Annual Report will be completed and ready for submission, along with all backup data. Test reports for the year will be available to download for long-term storage and ease of data management and retrieval.

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12. All services will be coordinated through our proprietary software, HydroSoft. HydroSoft is a web-based software that enables inspectors and testers to automatically synchronize data generated in the field via the World Wide Web. Synchronization is achieved wirelessly from the field via the Web. HydroCorp will provide inspectors and/or testers with online queues for uploading and downloading data files. All data gathering and transference will be paperless. HydroSoft can generate customized reports based on any available data set.

NOTE: The pricing below corresponds to the existing City of Cape Coral contract. A copy of the Cape Coral Contract is attached to this email.

1.2. Cost Breakdown

Project Name:	Cross-Connection Control Program Services	Project Code:	LJL 2023-105
Client Contact:		Valid Through:	September 30, 2023
Proposal Date:	July 26, 2023		
Prepared By:	Larry LaBute		

Invoice method: HydroCorp will invoice the CITY monthly for the device testing services completed during the preceding month. The invoice will include an electronic listing of addresses that have had their assembly(s) tested. The invoice will equal the number of assemblies tested multiplied by the agreed-upon testing charge.

Fees: The fees and services within the CITY contract may be piggybacked to satisfy the requirements of this proposal.

Cost Breakdown

Project Items	Cost
Annual Fee for Device Test Management:	\$495.00
External Site Inspection Fee:	\$25.00 per Inspection (if requested)
Fire System Backflow Prevention Assembly Testing Fee	\$150.00 each
Backflow Prevention Assembly Testing Fee	\$70.00 each
Ongoing availability to advise on Cross-Connection Control	No Charge

Project scheduling/acceptance will commence upon receipt of a Purchase Order to:

HydroCorp – Main Office
 5700 Crooks Road/Suite 100
 Troy, MI 48098 Federal Tax I.D. #38-2810008
 Florida Office: 10 S. Harbor City Blvd. Melbourne, FL 32901

HydroCorp Headquarters

5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com



Submitted by: Larry LaBute | 248-981-6981 | llabute@hydrocorpinc.com

X _____
HydroCorp Representative (Signature) Date

Accepted by:

X _____
Representative (Signature) Date



2. QUALIFICATIONS

2.1. HydroCorp, The Safe Water Authority

"We keep drinking water safe. We make people aware of the inherent risks and associated compliance issues related to drinking water and other distribution systems. Our goal is cost effective compliance." It's who we are. It's what we do. The inspiration guides HydroCorp's activities day after day and year after year. We are proud to consider ourselves a company grounded in high principles, sound business practices, absolute integrity, and unparalleled expertise. We realize that these are the essential factors in successfully attaining our mission, consistently fulfilling our commitments to our clients, and advancing the well-being of the public.

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to over 80 full-time associates in multiple states.
- HydroCorp provides Cross-Connection Control Program Management Services to over 400 communities in several states, including Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, California, and Minnesota. We still have our first customer!
- HydroCorp Conducts over 80,000 on-site Cross-Connection Control Inspections **annually**.
- Our highly trained staff works efficiently to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that field inspectors follow to meet productivity and quality assurance goals.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
 - USC -Foundation for Cross Connection Control and Hydraulic Research,
 - ASSE- American Society for Sanitary Engineering
 - ABPA - American Backflow Prevention Association
- Our trained administrative staff and call center have attended basic cross-connection control training classes and can answer most technical calls related to the program.
- HydroCorp staff and company are active members in many water industry associations, including: AWWA, NRWA, APWA, ABPA, ASSE, FRWA, IAPMO, NRWA, USCCFCCC
- HydroCorp is not a Plumbing Company and does not utilize existing staff to provide plumbing services.

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2.2. Industry Leadership

With over 400 municipal clients and for over 40 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients and a virtually unmatched level of customer satisfaction. HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



2.3. References

- a. **City of Lake City**, Mike Osborn – Utility Superintendent
386.466.3352 osbornm@lcfla.com
- b. **City of Titusville**, Doug Larkins – Program Coordinator
321.567.3887 doug.larkins@titusville.com
- c. **City of West Melbourne**, Mark Piccirillo – Public Works Director
321.727.3710 mpiccirillo@westmelbourne.org
- d. **City of Cooper City**, Mike Stanton – DPW Supervisor
954.434.5519 mstanton@copercocityfl.org

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3. STAFF BIOS

Corporate Officers



Mark L. Martin, CEO and President. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.

Connect with Mark on LinkedIn: www.linkedin.com/in/mark-l-martin-b5632b76/



Larry J. La Bute, Chief Commercial Officer, Founder, and Senior Sales Development. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.

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Staff Bios (continued)

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Dave Cardinal, Vice President of Operations. Dave is a seasoned operations professional with over twenty-eight years of experience in the water industry. He has a successful record of accomplishments in the cross-connection control industry. He is experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

As Vice President of HydroCorp, Dave oversees business practices, field operation procedures, and administrative functions related to cross-connection control program management and meter installation projects. He works closely with the executive team to develop and execute the company's strategic plan and is responsible for driving operational excellence throughout the organization.

He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers, and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.

Connect with Dave on LinkedIn: www.linkedin.com/in/dcardinal/



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager, Ryan is responsible for providing administrative support to field surveyors, regional managers, and division directors with all components associated with managing a comprehensive cross-connection control program and providing the highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 18 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

Program Administrators/Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one of the following programs:



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4. SECURE DATA AND WATER CUSTOMER CARE PROCESS

4.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues, which could lead to field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing and address information.

Specialized Software:



HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of CITY. The CITY can access program data, information, and reports online via a web browser. All our Client Data is secured on our Application Server behind a Hardware and Software Firewall.

Standard reports include the following:

- Testable assembly inventories, tests completed, overdue, and compliance status
- Custom queries, data exports, and reports as needed

Information Technology Infrastructure:

HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated staff member responsible for new client start-up and database implementation to ensure we have the most accurate information possible at any given time.

We have continually invested in hardware infrastructure (Network Servers, Client Workstations, Firewalls, and Tablet PCs for Field Inspectors) and software to leverage technology in the workplace and improve customer service and lower costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.2. Live Program Data Access for Designated Water Purveyor Staff

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Main Dashboard Example

HYDRASOFT I/O

Testing Results

Search by Ref Number Search by Serial Number

Untested (1) Passed (1) Failed (1) Pending Approval (1) Exceptions (0)

Untested

Show All Tests

Showing 1 to 1 of 1 entries

Location Name	Address	Ref Number	Untested	Total Devices
HydroCorp Test Location	5700 Crooks Rd, Troy, MI	TRO-IFE-RCX	2	7

Showing 1 to 1 of 1 entries Show 10 entries Previous 1 Next

HYDRASOFT I/O

Backflow Testing Dashboard

Coconut Creek

Dashboard Testing Protection Accounts

000 001 000 001

Backflow Protection Valves

Valve Type	Count	Percentage
DCV	1304	67%
PVB	239	12%
RFBP	230	12%
DDCV	114	6%
RPDA	56	3%

Backflow Protection Types

Protection Type	Count	Percentage
Fire	239	58%
Consolidation	114	28%
Lift Station	56	14%

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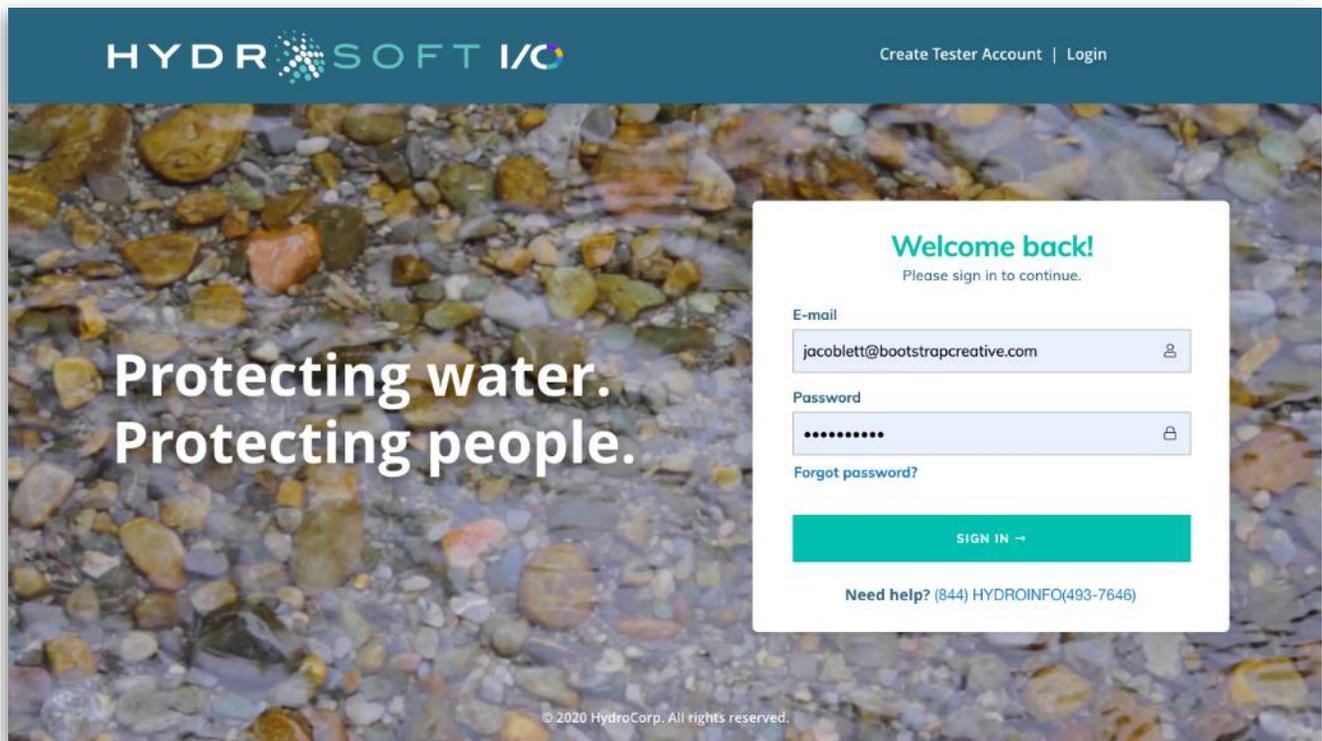
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4.3. Annual Backflow Prevention Assembly Testing Record Tracking

- HydroCorp monitors backflow prevention assembly tester credentials and qualifications to ensure that only qualified and state-certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as “failed” and a phone call is made to the tester seeking the correct information.
- HydroCorp continually monitors program database information and reviews this with the CITY contact to improve compliance results and customer service. **Most of our Florida clients have achieved 100% compliance with FDEP regulations.**

Example Screen for Online Backflow Preventer Test Record Submission:



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4.4. Customer Service / Public Awareness Toolkit

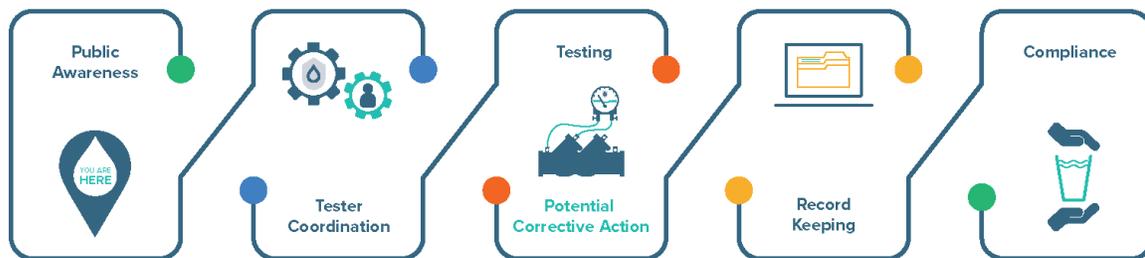
HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from 8:00 AM – 5:00 PM MON-FRI. Most program calls and questions can be answered by one of our representatives. Our field staff also carry tablets and smartphones to respond promptly to customer-related issues.

Preventing backflow contamination and ensuring the functionality of backflow prevention assemblies is a team effort between building owners and the water purveyor. Informing local water customers and building owners affected by the Cross-Connection Control (CCC) program is essential for program success and compliance.

The intended audience of these resources is the end user, Water Customer, Occupant, and/or Owner.

Public Awareness Toolkit includes:

1. Common Definitions and Code references.
2. Sample CCC Program Announcement Letter (applies only to new program clients).
3. Online video explaining the Cross-Connection Control Program.
4. Digital Tri-Fold Educational Brochure (printed versions available for a fee).
5. Pre-written Social Media posts/links.
6. Technical images for use on Utility/City websites and Social Media posts.
7. Web Page hosted by HydroCorp.



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Example custom public awareness website included in the scope of work:

CITY OF MARGATE
CONCEPTO UNICO
STATE OF FLORIDA

CROSS-CONNECTION CONTROL PROGRAM

[City Website](#)

Cross-Connection Control Program Overview

Your local water provider is making improvements to protect the safety of drinking water. Here's why.

A cross-connection is an actual or potential connection between the safe drinking water (potable) supply, and a source of contamination or pollution. Cross-connections can result in a hazardous event known as backflow, which can draw those contaminants into your drinking water supply.

Florida Administrative Code Rule 62-595.360 prohibits hazardous interconnections to public water systems and requires all public water systems development a comprehensive Cross-Connection Control Program.

HYDROCORP

Florida Water Customers
"How Does the Cross-Connection Control Program Affect Me?"

[FLORIDA ADMINISTRATIVE CODE »](#) [FREQUENTLY ASKED QUESTIONS »](#) [FLORIDA CCC PROGRAM BROCHURE »](#)

CROSS-CONNECTION AND BACKFLOW FAQ

What is backflow?	+
What is a Cross-Connection?	+
What is a backflow preventer?	+
Why do I need to test my backflow prevention assembly?	+
What is an example of a "corrective action"?	+
Is any older, legacy equipment "grandfathered" in?	+

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