RESOLUTION NO. 14-05-32

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING CHANGE ORDER NO. 5 TO THE DESIGN BUILD AND OPERATE (DBO) AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND REYNOLDS WATER ISLAMORADA, LLC, PROVIDING FOR THE DEVELOPMENT OF A RESIDENTIAL GRINDER PUMP PROGRAM; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF CHANGE ORDER NO. 3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE CHANGE ORDER NO. 5; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 21, 2012, the Village entered into a Design Build and Operate (DBO) Agreement with Reynolds Water Islamorada, LLC ("Reynolds") to provide design, construction and operation of a Village-wide wastewater system ("DBO Agreement"); and

WHEREAS, Article X “Changes in the Design/Build Work” of the DBO Agreement provides for changes, modifications, and additions to the Design/Build Work; and

WHEREAS, the Village Council has requested an addition to the Design/Build Work which would provide for development of a residential grinder pump program; and

WHEREAS, Change Order No. 5 provides for the development of a residential grinder pump program; and

WHEREAS, the Village Council finds that approval of Change Order No. 5 to the DBO Agreement between the Village and Reynolds, attached hereto as Exhibit “1”, is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.
Section 2. Approval of Change Order. The Village Council of Islamorada, Village of Islands, hereby approves Change Order No. 5 between the Village and Reynolds, a copy of which is attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of Change Order No. 5.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Change Order No. 5.

Section 5. Execution of Change Order. The Village Manager is authorized to execute Change Order No. 5 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Change Order No. 5 and to authorize any further acts necessary to implement the terms thereof, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22^{nd} day of May, 2014.

Motion to adopt by Vice Mayor Deb Gillis, second by Councilman Ken Philipson.
FINAL VOTE AT ADOPTION

Mayor Ted Blackburn  YES
Vice Mayor Deb Gillis  YES
Councilman Mike Forster  YES
Councilman Ken Philipson  YES
Councilman Dave Purdo  YES

TED BLACKBURN, MAYOR

ATTEST:

KELLY TOOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

ROGET V. BRYAN, VILLAGE ATTORNEY
CHANGE ORDER NO. 5

VILLAGE/OWNER: Islamorada, Village of Islands

COMPANY: Reynolds Water Islamorada, LLC

PROJECT: Design, Build, Operate (DBO) Agreement for Wastewater Collection and Transmission

DATE: May 22, 2014

This Change Order will authorize the following changes to the Design/Build Work and DBO Agreement:

The Design/Build Work as set forth in the DBO Agreement is hereby amended as set forth in Exhibit “A” and Exhibit “B” attached hereto and by this reference made a part hereof for all purposes.

This Change Order constitutes full, final, and complete compensation to the Company for all costs, expenses, overhead, and profit that the Company may incur in connection with the above referenced changes to the Design/Build Work, and any other effect on any of the Design/Build Work under the DBO Agreement. The Company acknowledges and agrees that (a) the Design/Build Price under the DBO Agreement will be changed by this Change Order, (b) the Project Schedule and Contract Time for performance of the Design/Build Work for design and construction of the Wastewater Facilities will be unchanged by this Change Order. Except as herein or heretofore expressly modified, all terms of the DBO Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any changes in the Design/Build Work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the DBO Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

[Signatures Follow on the Next Page]
Change Order No. 5
Page 2 of 2

VILLAGE/OWNER:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation

By: Maria J Aquilar
Name: Maria J Aquilar
Title: Village Manager
Date Executed: 5/21/2014

COMPANY:

REYNOLDS WATER ISLAMORADA, LLC
a Delaware Limited Liability Company

By: [Signature]
Name: [Name]
Title: President
Date Executed: 5/30/14

ATTEST:

Kelly Joeth
Village Clerk

Approved as to form and legal sufficiency for the
use and benefit of Islamorada, Village of Islands:

[Signature]
Village Attorney
### EXHIBIT “A”

#### CHANGE ORDER NO. 5

<table>
<thead>
<tr>
<th>Date of Change Order:</th>
<th>May 22, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title of Change Order:</strong></td>
<td>Residential Grinder Pump Program for Residential Properties assessed for 1 EDU up to 4 EDU</td>
</tr>
<tr>
<td><strong>Original Design/Build Price:</strong></td>
<td>$90,900,000.00</td>
</tr>
</tbody>
</table>
| **This Change Order Value:**  
(Increase or Decrease in Design/Build Price) | $6,628,500.00 Increase in Design/Build Price |
| **Value of Previous Change Orders:** | $7,382,773.53 (With Phase 1 and Phase 2 of Paving Work)  
Up to a maximum lump sum amount of $8,275,701.53 should Village authorize all private roads within Phase 3 of Paving Work. |
| **Current Design/Build Price**  
(including this CO): | $104,911,273.53 (with Phase 1 and Phase 2 Paving Work)  
Up to a maximum lump sum amount of $105,804,201.53 should Village authorize all private roads within Phase 3 of Paving Work. |
| **Original Project Completion Dates:** | Substantial: June 1, 2015  
Final: December 1, 2015 |
| **Changes in Contract Time from this Change Order:** | Substantial: 0 Days  
Final: 0 Days |
| **Previous Changes in Contract Time:** | Substantial: 0 Days  
Final: 0 Days |
| **Current Project Completion Dates**  
(Wastewater Facilities): | Substantial: June 1, 2015  
Final: December 1, 2015 |
| **Current Project Completion Date as to Paving Work only (including CO No. 2):** | Final: May 29, 2016 |
DESCRIPTION OF CHANGE(S) IN DESIGN/BUILD WORK AND/OR CONTRACT TIME;

SCOPE OF WORK:

This Change Order No. 5 consists of furnishing and installing Grinder Pump Stations and Grinder Pump Service Lateral Connections located on residential properties that were included in the Village's Wastewater assessment for up to four (4) Equivalent Dwelling Units ("Premises"), who have not opted out of the Village's wastewater program, to be serviced by low pressure sewer, or by vacuum sewer when a gravity connection is not feasible, and located within Islamorada, Village of Islands ("Village"). The Project's Design Drawings and the Middle Plantation Key Collection System and Vacuum Pump Station Improvements drawings include serving certain residential properties with low pressure sewer. Village residents served in such cases will be required to connect to the Village's wastewater system using Grinder Pump Stations. Pursuant to this Scope of Work, the DBO Contractor shall be responsible to obtain residential easements, work closely with residents in locating the Grinder Pump Stations and Grinder Pump Service Lateral Connections, provide all design and permitting services, and furnish and install the Grinder Pump Stations and Grinder Pump Service Lateral Connections for connection at the Point of Connection to the Village's wastewater system at the property line, for all residential properties included in the Village's Wastewater assessment for up to four (4) EDUs.

The detailed Scope of Work for this Change Order No. 5 is as set forth in Exhibit "B".

REASON FOR CHANGE(S) IN DESIGN/BUILD WORK AND/OR CONTRACT TIME:

On September 11, 2013, during a Regularly Scheduled Village Council Meeting, Village Council directed staff to develop a Residential Grinder Pump Program that provided equity for its residential property owners included in the Village's wastewater assessment with 1 (one) EDU regardless of the type of wastewater collection system (vacuum technology or low pressure) those residential properties were connecting. Staff developed a program that provided for the Village to furnish, install, operate and maintain Grinder Pump Stations, and operate and maintain Grinder Pump Service Lateral Connections for Village residents connecting to low pressure sewer systems within the Village. The intent of the program was to remove the cost to furnish, install, and maintain Grinder Pump Stations from Village residents connecting to low pressure systems and placing that cost on the Village. A resident connecting to a low pressure sewer would then have the cost to connect their structure to the Village's Wastewater Collection System, similar to those Village residents connecting to a vacuum sewer. Although this Change Order No. 5 compensates the DBO Contractor for installing the Grinder Pump Service Lateral Connections, it is the intent of the program to have the Village resident for each property reimburse the Village for the furnish and install cost of the Grinder Pump Service Lateral Connection.

On April 23, 2014, during a Village Council Workshop, Village Council directed staff to include in the Residential Grinder Pump Program those Village property owners included in the Village's wastewater assessment with up to 4 (four) EDUs.

This Change Order No. 5 provides for furnishing and installing the Grinder Pump Stations and Grinder Pump Service Lateral Connections for all residential properties included in the Village's wastewater assessment with up to 4 (four) EDUs.

SCHEDULE:
The Scope of Work described in this Change Order No. 5 shall commence immediately upon written Notice to Proceed, which shall not be issued later than June 1, 2014. For those properties that have provided an Easement and a completed “Grinder Pump Station Location Worksheet” by January 1, 2015, the DBO Contractor will complete the Scope of Work for that property on or before October 31, 2015, which is also the date of Substantial Completion for this Scope of Work. Final Completion for this Scope of Work will be December 1, 2015. For installations where Easements and “Grinder Pump Station Location Worksheets” are not completed by property owners and received by the DBO Contractor by January 1, 2015, the DBO Contractor will not be required to complete this Scope of Work for those properties.

**COST BREAKDOWN/CHANGE IN DESIGN/BUILD PRICE:**

The cost breakdown associated with Changes in the Design/Build Work in connection with the Work in this Change Order No. 5 is as follows:

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Furnish and install Simplex Grinder Pump Station</td>
<td>400</td>
<td>EA</td>
<td>$8,800.00</td>
<td>$3,520,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Furnish and install Duplex Grinder Pump Station</td>
<td>60</td>
<td>EA</td>
<td>$16,800.00</td>
<td>$1,008,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Obtain Easements and Title Work</td>
<td>460</td>
<td>EA</td>
<td>$375.00</td>
<td>$172,500.00</td>
</tr>
<tr>
<td>4</td>
<td>Furnish and install Grinder Pump Service Lateral Connections (1.25” dia.)</td>
<td>40,000</td>
<td>LF</td>
<td>$25.00</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install 1.25” Lateral Valve Kit Assembly</td>
<td>400</td>
<td>EA</td>
<td>$675.00</td>
<td>$270,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Furnish and install Grinder Pump Service Lateral Connections (2” dia.)</td>
<td>6,000</td>
<td>LF</td>
<td>$30.00</td>
<td>$180,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Furnish and install 2” Lateral Valve Kit Assembly</td>
<td>60</td>
<td>EA</td>
<td>$950.00</td>
<td>$57,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Furnish and install HiTide Collectors and Power</td>
<td>20</td>
<td>EA</td>
<td>$5,800.00</td>
<td>$116,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Project Implementation, Customer Service, Resident Meetings, Design, Permits, Record Drawings, Technical Submittals, etc.</td>
<td>1</td>
<td>LS</td>
<td>$225,000.00</td>
<td>$225,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Bonds and Insurance</td>
<td>1</td>
<td>LS</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Capital Cost Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$6,628,500.00</strong></td>
</tr>
</tbody>
</table>

6.1 **Capital Cost.**
The DBO Contractor shall receive payment for the Scope of Work included in this Change Order No. 5 as follows:

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Description</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Furnish and Install Simplex Grinder Pump Station</td>
<td>Simplex Grinder Pump Stations are furnished, installed, and ready for connection by the resident as detailed in the Scope of Work</td>
</tr>
<tr>
<td>2</td>
<td>Furnish and Install Duplex Grinder Pump Station</td>
<td>Duplex Grinder Pump Stations are furnished, installed, and ready for connection by the resident as detailed in the Scope of Work</td>
</tr>
<tr>
<td>3</td>
<td>Obtain Easements and Title Work</td>
<td>25% payment of unit price when title work completed, 25% payment of unit price when Form of Easement and Grinder Pump Station Location Worksheets are mailed to residents, and 50% payment of unit price when a completed Form of Easement and Grinder Pump Station Location Worksheet is received from each Village Resident</td>
</tr>
<tr>
<td>4</td>
<td>Furnish and Install Grinder Pump Service Lateral Connections (1.25&quot; dia.)</td>
<td>Grinder Pump Service Lateral Connections (1.25&quot; dia.) are furnished, installed, and ready to be placed into operation paid for per linear foot as detailed in the Scope of Work</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and Install 1.25&quot; Lateral Valve Kit Assembly</td>
<td>1.25&quot; Lateral Valve Kit Assembly is furnished, installed, and ready to be placed into operation as detailed in the Scope of Work</td>
</tr>
<tr>
<td>6</td>
<td>Furnish and Install Grinder Pump Service Lateral Connections (2&quot; dia.)</td>
<td>Grinder Pump Service Lateral Connections (2&quot; dia.) are furnished, installed, and ready to be placed into operation paid for per linear foot as detailed in the Scope of Work</td>
</tr>
<tr>
<td>7</td>
<td>Furnish and Install 2&quot; Lateral Valve Kit Assembly</td>
<td>2&quot; Lateral Valve Kit Assembly is furnished, installed, and ready to be placed into operation as detailed in the Scope of Work</td>
</tr>
<tr>
<td>8</td>
<td>Furnish and Install HiTide Collectors and Power</td>
<td>HiTide Collectors are furnished and installed, with power, and fully operational as detailed in the Scope of Work</td>
</tr>
<tr>
<td>9</td>
<td>Project Implementation, Resident Meetings, Design, Permits, Record Drawings, etc.</td>
<td>Monthly lump sum amount of $12,900.00 up to the total lump sum amount of $225,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Bonds and Insurance</td>
<td>Bonds and insurance will be paid for when proof of payment to bonding/insuring companies is provided to the Village</td>
</tr>
</tbody>
</table>

A $100 retainage will be held by the Village on each Grinder Pump Station until the DBO Contractor has performed a successful startup for each individual Grinder Pump Station and demonstrated that the Grinder Pump Station and the Grinder Pump Service Lateral Connection are installed, tested, ready for operation, and once all record drawings are received and other work described in Exhibit “B” is completed.

The Company shall incorporate the work in this Change Order No. 5 as part of the Design/Build Work into an updated Schedule of Values in sufficient detail to allow the Village to adequately assess the amount of work completed on a monthly basis. Payment will be made in accordance with Article IX of the Agreement.
EXHIBIT “B”

CHANGE ORDER NO. 5

SCOPE OF WORK
RESIDENTIAL GRINDER PUMP PROGRAM

The Scope of Work for the Residential Grinder Pump Program (the “Program”) includes furnishing, installing, operating, and maintaining Grinder Pump Stations and Grinder Pump Service Lateral Connections, to be located on residential properties that were included in the Village’s Wastewater assessment for up to four (4) Equivalent Dwelling Units (“Premises”), who have not opted out of the Village’s wastewater program, to be serviced by low pressure sewer, or by vacuum sewer when a gravity connection is not feasible, and located within Islamorada, Village of Islands (“Village”). The Project’s Design Drawings and the Middle Plantation Key Collection System and Vacuum Pump Station Improvements drawings include serving certain residential properties with low pressure sewer. Village residents served in such cases will be required to connect to the Village’s wastewater system using Grinder Pump Stations. Pursuant to this Scope of Work, the DBO Contractor shall be responsible to obtain residential easements, work closely with residents in locating the Grinder Pump Stations and Grinder Pump Service Lateral Connections, provide all design and permitting services, furnish and install the Grinder Pump Stations and Grinder Pump Service Lateral Connections, and operate and maintain the Grinder Pump Stations and Grinder Pump Service Lateral Connections for connection at the Point of Connection to the Village’s wastewater system at the property line, for all residential properties included in the Village’s Wastewater assessment for up to four (4) EDUs. For the purposes of this Scope of Work, the terms used herein shall have the following meanings:

a) “Gravity Service Lateral Connection” means all pipes, fittings, appurtenances on the residential private property owner’s Premises, and not a part of the Wastewater Facilities, which extend beyond the end of the building’s sanitary drainage piping on the property and conveys Wastewater to the Grinder Pump Station, and the electrical connection, apparatus and wiring from the building to the Grinder Pump Station Panel. Each owner of residential property or Premises, at its cost and expense, shall furnish, install, repair and maintain the Gravity Service Lateral Connection, and provide electrical service to properly and continuously operate the Grinder Pump Station.

b) “Grinder Pump Station” means a low pressure grinder pump, each consisting of a grinder pump core(s) suitably mounted on an integral stand, power and pump
control panel and valve box with appurtenant pipe and electrical apparatus, electrical apparatus and wiring between the grinder pump and the pump control panel, monitoring, HDPE tank, generator receptacle and disconnect, vent and piping assembly, electrical quick disconnect (NEMA 6P), discharge assembly/shut-off valve, anti-siphon valve/check valve assembly, electrical alarm assembly with NEMA 4X panel, and all necessary internal wiring and controls. The Grinder Pump Station shall be owned, furnished, installed, operated, maintained, repaired and replaced by the Village, with the DBO Contractor providing for the design, permitting, installation, operation, maintenance, repair and replacement pursuant to this Scope of Work.

c) "Grinder Pump Service Lateral Connection" means all pipes, fittings and appurtenances on the Premises which extend between the valve box located within the Grinder Pump Station and the service connection to the Wastewater Facilities at the Point of Connection located at the property line and in the right-of-way. The Grinder Pump Service Lateral Connection shall be owned, furnished, installed, operated, maintained, repaired and replaced by the Village, with the DBO Contractor providing for the design, permitting, installation, operation, maintenance, repair and replacement pursuant to this Scope of Work.

The following details the Scope of Work for the Program.

1.0 Easement Acquisition and Grinder Pump Station Location.
Upon Notice to Proceed, the DBO Contractor shall submit a complete list of residential properties indicating the properties planned to be included in this program for the Village’s review and approval. The list shall include which island the property is located on, the property owner, mailing address and contact information, property address, parcel number, number of EDUs that will be served, and whether a simplex or duplex Grinder Pump Station will be used for serving the designated property. Once the list is approved as complete and all-inclusive by the Village, the DBO Contractor shall begin work obtaining Easements. The DBO Contractor may divide the Village into sections and receive approval on certain sections to begin work to expedite completion.

The DBO Contractor shall be responsible for obtaining the easements required for the installation, operation, repair and maintenance of the Grinder Pump Stations and Grinder Pump Service Lateral Connections, including access to and ingress/egress from the Grinder Pump Stations and Grinder Pump Service Lateral Connections located on private property or Premises. The form of Easement to be used shall be substantially the form attached hereto as Attachment No. 1, as approved by the Village and the Village Attorney. The DBO Contactor shall mail the easement agreements to each residential property owner who is scheduled to receive a Grinder Pump Station and
Grinder Pump Service Lateral Connection and request the easement be executed by the property owner or authorized agent, and returned to the DBO Contractor. A cover letter (approved by the Village) will accompany the easement document explaining the project and the Grinder Pump Station installation process. The mailings will include a “Grinder Pump Station Location Worksheet” in substantially the form attached hereto as Attachment No. 2 that the residential property owners will complete and return to the DBO Contractor indicating the residential property owners’ preferred location of both the Grinder Pump Station, control panel, electrical disconnect, and the Grinder Pump Service Lateral Connection. The final location of the Grinder Pump Station installation and the Grinder Pump Service Lateral Connection shall be mutually acceptable to the Village and the property owner. Should a residential property owner wish to relocate their Grinder Pump Station or their Grinder Pump Service Lateral Connection prior to installation and after the proposed location is selected, the DBO Contractor shall coordinate a new location with the residential property owner.

The DBO Contractor shall allow at least 30 calendar days from mailing for the residential property owners to respond to the mailed easement request. As responses are received from residential property owners, the DBO Contractor shall provide a copy of each response to the Village and the Owner’s Representative Team (ORT) for their information.

If after the initial 30 calendar days a response is not received from a residential property owner, the DBO Contractor shall attempt to reach the residential property owner via certified mail and make a reasonable effort to contact the property owner by phone. If after 15 calendar days a response is not received to the certified mail request, the DBO Contractor shall visit the property and leave a door hanger if no one answers. If after 15 additional calendar days following the door hanger placement, the DBO Contractor is unable to obtain a response from a residential property owner, the DBO Contractor shall notify the Village, in writing and the Village will attempt to contact the residential property owner. Within 30 days the Village will either provide an easement or relieve the DBO contractor of their responsibility to furnish and install a Grinder Pump Station to the resident under the program.

Should, during the initial 45 days, a residential property owner request that the DBO Contractor visit their property to discuss the location of their Grinder Pump Station or Grinder Pump Service Lateral Connection, the DBO Contractor shall schedule a meeting and discuss the residential property owner’s concern. Should the residential property owner request a meeting after Village notification, then the Village or ORT will schedule the meeting between the property owner and the DBO Contractor. At all times during the easement acquisition process, the DBO Contractor shall keep the Village, Village Attorney and ORT informed of the easement status.
The DBO Contractor will prepare for, attend, and participate in up to four (4) separate public meetings with residential property owners and Village staff to discuss the residential grinder pump program during the program's implementation. A separate residential property owner meeting will be scheduled for each of the Village's four islands.

The easement acquisition process shall follow and conform substantially with the process set forth in Appendix 1 to the DBO Agreement, with the exception of obtaining a legal description and an appraisal which is not required under this scope, including the obligation of the DBO Contractor, at its cost and expense, to perform title examination and review in order to ascertain ownership and all proper and interested parties who must execute the Easement in the public records of Monroe County, Florida. If an easement is not voluntarily provided by the property owner, the property owner will not be eligible to participate in the residential grinder pump program.

The Village will record the easements in the public record and pay recording fees.

2.0 Design Criteria and Permitting.
This section includes the general criteria, guidelines, specifications and requirements for the design and installation of low pressure Grinder Pump Stations as an integral system. Grinder Pump Stations, complete with appurtenances, shall be designed, permitted and installed by the DBO Contractor in accordance with all specifications and requirements specified herein, and all applicable laws and regulations, including the requirements of the Florida Department of Environmental Protection (FDEP), the Florida Building Code, the National Electrical Code (NEC), and the Village Code. A Village Building Department permit will not be required for this scope of work. The DBO Contractor shall be responsible for all pertinent permitting requirements, if any, for the Grinder Pump Program in accordance with Section 6.9 of the DBO Agreement.

The DBO Contractor shall be responsible for the satisfactory installation of the entire system. The equipment specified shall be a product of a company experienced in the design and manufacturing of grinder pumps for specific use in low pressure sewage systems, which manufacturer or supplier shall be approved by the Village. The DBO Contractor shall provide detailed installation and user instructions for the selected manufacturer’s Grinder Pump Station equipment, submit evidence of an established service program including complete parts and service manuals, and maintain a continuing inventory of Grinder Pump Station replacement pumps and component parts that are readily accessible for use in the Village. Upon request, the DBO Contractor shall provide from the selected Grinder Pump Station manufacturer (herein referred to as “Manufacturer”) a reference and contact list from five (5) of its largest contiguous
Grinder Pump Station installations of the grinder pump type meeting the design criteria included herein.

2.1 General.
The DBO Contractor shall furnish and install a Grinder Pump Station with Manufacturer or Supplier and grinder pump type as approved by the Village and all appurtenances for each individual residential premise designated for low pressure sewer service located within the Village as described on the DBO Contractor’s Design Documents. The DBO Contractor shall be responsible for designing the standard Grinder Pump Station to handle flows received from each residential property included within this scope of work, and shall provide the Village and ORT with Shop Drawings. Prior to furnishing and installing the Grinder Pump Stations, the DBO Contractor shall prepare and submit a design report for the Village’s review. The design report shall provide a hydraulic analysis indicating the size of the Grinder Pump Station, details of the materials of construction for each of the Grinder Pump Station components, and a detailed drawing showing a typical Grinder Pump Station installation along with any civil site restoration details. The DBO Contractor shall furnish and install complete factory-built and tested Grinder Pump Stations, each consisting of a grinder pump core(s) suitably mounted on an integral stand, HDPE tank, vent and piping assembly, electrical quick disconnect (NEMA 6P), discharge assembly/shut-off valve, anti-siphon valve/check valve assembly, electrical alarm assembly with NEMA 4X panel, monitoring, and all necessary internal wiring and controls. For ease of serviceability, all pump motor/grinder units of the Grinder Pump Station shall be of like type, and of the same Manufacturer throughout the system, as approved by the Village.

The DBO Contractor shall utilize one and the same Manufacturer for all Grinder Pump Stations installed. The Manufacturer of the Grinder Pump Stations shall be Environment One Corporation, Keen Pump Company, Liberty, or equal, which Manufacturer shall be pre-approved by the Village. The DBO Contractor shall assign unit responsibility to the Grinder Pump Station supplier for a complete and operating Grinder Pump Station system, including all electrical and instrumentation.

Grinder Pump Station level controls, alarms, piping, fittings, valves and all accessories shall be furnished by the DBO Contractor so that after burying the wet well, the field connection of the Gravity Service Lateral Connection and the Grinder Pump Service Lateral Connection will complete the installation of the Grinder Pump Station.
2.2 Products/Specifications and Requirements.

The following sets forth the design criteria and requirements for the Grinder Pump Station and component parts.

2.2.1 Grinder Pump Stations.
The DBO Contractor shall utilize one and the same Manufacturer for all Grinder Pump Stations installed. The Manufacturer of the Grinder Pump Stations shall be Environment One Corporation, Keen Pump Company, Liberty, or equal, which Manufacturer shall be pre-approved by the Village.

All Grinder Pump Station pumps shall be progressive cavity, non-clogging, non-jamming, grinder pumps capable of operating at a negative TDH without overloading the motor. Grinder Pump Station pumps shall be capable of comminuting all material normally found in domestic or commercial wastewater, including reasonable amounts of foreign objects such as glass, eggshells, sanitary napkins, thin rubber, small wood, plastic and the like to a fine slurry that will pass through the pump, a 1-1/4 inch NPT discharge piping and downstream appurtenances. Stationary and rotating cutter blades on bases shall be made of 440C stainless steel treated and hardened to 56 to 60 Rockwell C.

An anti-siphon and check valve shall be integral with the Grinder Pump Station pump. Level sensing control for Grinder Pump Stations shall be a non-fouling type with no moving parts in contact with the sewage. Each Grinder Pump Station shall have a high level audible and visual warning alarm to warn the residential property owners of a high wet well level.

Power supply requirement should not exceed 30 amps. Grinder Pump Stations shall be shop-tested to include visual inspection to confirm construction in accordance with the specifications for correct model, horsepower, impeller length, voltage, phase and hertz. The pump and seal housing chambers shall be tested for moisture and insulation defects.

2.2.2 Wet Well Basin.
The wet well shall be molded of high-density polyethylene (HDPE) with a HDPE access-way. Access-way corrugated sections shall be double wall construction with the internal wall surface being generally smooth to promote scouring. Any incidental sections of a single wall construction are to be 0.250 inches thick (minimum). All polyethylene seams created during tank construction are to be thermally welded and factory tested for leak tightness. The tank wall and bottom must withstand the pressure exerted by saturated soil loading at maximum buried depth. All Grinder Pump Station components must

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function normally when exposed to 150 percent of the maximum external soil and hydrostatic pressure.

The wet well basin shall be designed so that all solids will be diverted directly below the Grinder Pump Station inlet to assure proper scouring of the basin. A heavy vertical rib or bottom flange shall be provided for anchoring the basin in concrete to prevent floatation.

The wet well assembly shall include a cover assembly providing low profile mounting and watertight capability. The access cover shall be high density polyethylene, green in color, with a load rating of 150 pounds per square foot. The cover shall contain a captive, not separated gasket. Cover shall be bolted to the basin with type 316 stainless steel hex head tamperproof bolts and washers. Non-corroding stainless steel threaded inserts shall be fully encapsulated in the upper flange of the basin. The access-way design and construction shall enable field adjustment of the station height in increments of 6-inches or less without the use of any adhesives or sealants requiring cure time before installation can be completed.

The Grinder Pump Station shall have all necessary penetrations molded in and factory sealed. To ensure a leak free installation, no field penetrations will be acceptable. No secondary welding of the wet well basin or cover will be accepted.

2.2.3 Wet Well Appurtenances.

a) Piping.  
All discharge piping and fittings shall be constructed of PVC, polypropylene, or EPDM. The standard size of internal piping is normally 32 to 38 mm (1-1/4 inch to 1-1/2 inch) diameter for 1,490 watts (2 horsepower) or less rated pumps. For 2,240 to 3,730 watts (3 to 5 horsepower) rated pumps, 51 to 644 mm (2 inch to 2-1/2 inch) diameter internal discharge piping is normally required. The tank shall be furnished with a factory installed PVC inlet flange to accept a 4.50” OD (4” Sch 40) inlet pipe.

b) Valves.  
The discharge hose assembly shall include a shut-off valve rated for 200 psi WOG and a quick disconnect feature to simply installation and pump removal. The bulkhead penetration shall be factory installed and warranted by the manufacturer to be watertight.
c) **Check Valves.**
    The Grinder Pump Station discharge shall be equipped with a factory installed, gravity operated flapper-type integral check valve built into the discharge piping. The check value will provide a full-ported passageway when open and shall introduce a friction loss of less than 6-inches of water at maximum rated flow. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. The valve body shall be an injection molded part made of an engineered thermoplastic resin. The valve shall be rated for continuous operating pressure of 235 psi. Ball-type check valves will not be accepted.

d) **Anti-Siphon Valve.**
    The Grinder Pump Station discharge shall be equipped with a factory-installed, gravity-operated, flapper-type integral anti-siphon valve built into the discharge piping. Moving parts will be made of a 300 Series stainless steel and fabric reinforced synthetic elastomer to ensure corrosion resistance, dimensional stability, and fatigue strength. The valve body shall be an injection molded part made of an engineered thermoplastic resin. Holes or ports in the discharge piping are not acceptable anti-siphon devices due to their tendency to clog from the solids in the slurry being pumped. The anti-siphon port diameter shall be no less than 60% of the inside diameter of the Grinder Pump Station discharge piping.

e) **Sealing of adaptors or piping passing through basin walls.**
    For polyethylene basins, the outlet coupling should be either bonded and coated or bolted to the basin wall with type 316 stainless steel bolts. Appropriate rubber gaskets shall be used for bolted adapters.

f) **Venting.**
    The cover assembly shall include an integral 2-inch vent to prevent sewage gases from accumulating in the wet well basin. Any additional venting requirements shall be specified and provided.

g) **Flood conditions.**
    The Grinder Pump Station shall be designed to prohibit inflow from the 25-year storm event and shall be designed to withstand the effects of buoyancy under submerged conditions (assuming the basin is empty). Ballast calculations shall be included with the design report submitted to the Village and ORT for review and approval.
h) **Basin volume.**
Due to the potential for extended power outages, the Grinder Pump Station basin shall be capable of providing additional storage capacity. The basin must be able to contain a minimum of 190 gallons without discharging sewage or causing damage to the grinder system.

**2.2.4 Electrical Motor and Level Controls.**
The pump motor shall be of the submersible type, single-phase operation with capacitor start type for high starting torque. Inherent protection against running overloads or locked motor conditions for the pump motor shall be provided by the use of an automatic-reset, integral thermal overload protector incorporated into the motor. The stator winding shall be of the open type with Class F insulation. The stator shall be pressed into the cast iron motor housing.

The motor shall have a minimum of two heavy duty ball bearings designed for a minimum of 50,000 hours B-10 life. The common motor pump and grinder shaft shall be of type 416 stainless steel threaded to take the pump impeller and grinder impeller.

Non-fouling wastewater level controls for controlling pump operations shall be accomplished by monitoring pressure changes in an integral air column connected to a pressure switch. The air column shall be integrally molded from a thermoplastic elastomer suitable for use in wastewater and impact resistant. The air column shall have only a single connection between the water level being monitored (in the wet well) and the pressure switch. All connections shall be sealed with redundant O-rings. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily-exchanged unit. Float switches of any kind, including float trees, will not be accepted.

The control panels and all associated components on each standard simplex Grinder Pump Station shall be U.L. Approved and shall bear the U.L. Approved label. All equipment associated with each Grinder Pump Station shall be meet the current requirements of the National Electric Codes and all applicable Federal, State and local electrical codes. The Contractor shall coordinate and schedule with the Village Building Inspector to perform all required electrical code inspections.

a) **Grinder Pump Station control system.**
All electrical elements shall be furnished pre-wired and housed in a NEMA 4X enclosure (control box). Control circuit shall be 115 volt. The door of the control box shall be hinged of the dead type with locking hasp and suitable accessories to allow wall mounting. Motor shall be activated by a magnetic type contactor and a reset overload shall protect the motor against excessive current conditions.
A heat sensor thermostat in the motor winding wired in series with the magnetic contactor coil shall protect the motor against excessive heat. The sensor shall reset automatically when motor cools. An alarm test switch, HOA switch, run light, and auto/off switch shall be supplied inside the control box. A terminal strip with box type connections shall be supplied to make all power and control connections. All terminals shall be marked for easy identification. A ground terminal strip shall also be provided and labeled.

b) Electrical Quick Disconnect.
The Grinder Pump Station shall include a factory-installed NEMA 6P electrical quick disconnect (EQD) for all power and control functions. The EQD will be supplied with a minimum of 30 feet of useable electrical supply cable to connect with the alarm panel.

c) Generator Receptacle and Auto Transfer.
The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power.

d) Service Equipment/Main Service Disconnect Breaker.
A separate breaker rated and approved for used as "service equipment" and acts as a main service disconnect of the Grinder Pump Station shall be provided.

e) Pump and Alarm System Wiring.
Sealtite conduit, or rigid electrical PVC conduit, shall be supplied for the power supply. The sealtite fittings shall also seal to the junction hub wall with an "O" gasket or other effective means. Conduits through which moisture may contact energized live parts shall be sealed or plugged at either of both ends so that condensation from the conduit or ground water will not enter the enclosure.

f) Monitoring Requirements.
Each Grinder Pump Station shall be tied into the DBO Contractor's telemetry system which supports the Village's Wastewater Facilities. The telemetry system shall provide real-time data information pertaining to the monitoring of individual Grinder Pump Station failure and wet well high flows as indicated by each individual Grinder Pump Station alarm panel.
2.2.5 Signage.
Grinder Pump Stations shall have signage identifying the residence and Premises by ID number and emergency telephone number(s). This information shall be installed on the control panel, and be readily visible.

2.2.6 HDPE Service Lateral.
Grinder pump service laterals shall conform to applicable parts of the International Plumbing Code. Where requirements of the Village wastewater design standards or Village Building Code are more restrictive than the International Plumbing Code, the Village standards or Village Building Code shall govern.

Lateral Materials and Sizing. Grinder pump service laterals for single residential parcels (1 EDU) shall be constructed of 1.25-inch HDPE, minimum SDR 11 and Pressure Class 160 in accordance with ASTM F 714. All service lateral piping shall be marked in accordance with ASTM F 714. The piping shall be manufactured with an integral color code stripe of HDPE, color green.

All other grinder pump service laterals for residential properties up to four (4) EDUs shall be sized in accordance with the requirements of the Florida Building Code for building sewers.

Lateral Location. All properties shall be served from the street side of the property.

All grinder pump service laterals shall be constructed with a minimum 30-inches of cover.

Separation Distance. All grinder pump service laterals shall meet the FDEP requirements for minimum separation from other utilities.

Testing. All grinder pump service laterals shall be tested after the grinder system is completely installed. Prior to commencement of pressure testing, sections of pipe should first be flushed to remove any debris that may remain in the service lateral. The flushing procedure should develop a water velocity of at least 2.5 feet per second and should result in a least a 100% turnover of the water in the service lateral.

After the service lateral has been installed, partially backfilled and fully charged with water, each service lateral shall be subjected to a hydrostatic pressure equal to 100 psi. Testing shall be conducted for a period of not less than one hour in accordance with the Hydrostatic Testing Requirements of AWWA C600 and C603. If the pressure drops more than five (5) psi in one hour the test shall be considered failed.
Prohibited Lateral Connections. Only grinder pump service lateral wastewater lines shall connect to the Village low pressure wastewater system. Approved discharges included domestic waste and all other commercial discharges that have a valid, current permit issued by the Village. No laterals shall be connected to the Village sewer system that have any of the following sources of clear water: roof drains; cooling water; or any other sources of clear water such as, but not limited to yard and/or driveway drains.

2.2.7 Lateral Valve Kit Assembly.
Service laterals constructed as part of the Village low pressure sewer system shall include an isolation ball valve, valve box, and check valve assembly located at the right-of-way line or easement line with adequate support under the valve box. Lateral valve curb stop and check valve shall be HDPE or stainless steel. Valve assemblies shall be designed and rated to 150 psi service pressure. All valve assemblies shall be tested in accordance with the testing procedures described in Section 2.2.6 – HDPE Service Lateral.

An extension type curb box with an arch pattern base shall be used in conjunction with the isolation ball valve and check valve assembly. The curb box shall include a valve operator extension rod.

2.3 EXECUTION.

2.3.1 Shop Drawings.
Five (5) sets of complete shop drawings for the standard Grinder Pump Station and appurtenances and the Grinder Pump Service Lateral Connections shall be submitted to the Village, the Village Building Department, and ORT for review and acceptance prior to the manufacturing, shipment, and payment of Grinder Pump Stations. Shop drawings shall include outline dimensions and external connection diagrams; a list of components; certified typical curves showing complete pump performance; control panel one-line wiring diagrams and specifications; and a copy of the Manufacturer's warranty. Shop drawings shall be required and submitted to the Village, the Village Building Department, and ORT for wet well, access covers, pumps, piping, valves, monitoring system, power and control panel, generator receptacle, and alarm.

2.3.2 Product Delivery and Handling.
All Grinder Pump Stations shall be delivered to the job site or Premises 100 percent completely assembled, including testing, and ready for installation. Grinder Pump Station cores, discharge hoses, and control panels can be shipped separately from the wet well basins. Grinder Pump Station cores shall be boxed for shipping. Installation of the Grinder Pump Station cores and discharge piping/hose into the basins is the only on-site assembly step allowed. Field installation of the level sensors in the Grinder
Pump Station is not allowed. The Grinder Pump Station may not be dropped, rolled, or laid on its side for any reason.

2.3.3 Safety.
All maintenance tasks for the Grinder Pump Station must be possible without entry into the Grinder Pump Station per CFR, Part 1910.146 (OSHA Permit-Required Confined Spaces). “Entry means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as part of the entrant’s body breaks the plane of an opening into the space.”

The Grinder Pump Station shall be free from electrical and fire hazards as required for functionality in a residential environment. The complete assembled and wired Grinder Pump Station shall be listed by Underwriters Laboratories, Inc. to be safe and appropriate for the intended use. UL listing of components of the Grinder Pump Station, or third-party testing to UL standard is not acceptable.

The Grinder Pump Station shall meet accepted standards for plumbing equipment for use in or near residences, shall be free from noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low pressure sewer system applications. As evidence of compliance with this requirement, the Grinder Pump Station shall bear the seal of NSF International. Third party testing to NSF standard is not acceptable.

2.3.4 Installation Procedures.
Prior to initiating installation of the Grinder Pump Station and Grinder Pump Service Lateral Connection, the property owner shall have executed the Easement substantially in the form attached hereto as Attachment No. 1 (together with the agreed upon Grinder Pump Station Location Worksheet in substantially the form attached hereto as Attachment No. 2), the DBO Contractor has coordinated the installation of the work with the payment by the property owner to the Village for the Grinder Pump Service Lateral Connection and the lateral valve kit assembly, and the DBO Contractor shall have submitted complete and detailed installation procedures that will be utilized for the typical installation of each Grinder Pump Station to the Village and the ORT for review and approval.

Installation of the Grinder Pump Station shall occur at the location as shown on the Grinder Pump Station Location Worksheet. The DBO Contractor shall coordinate the installation of the work with the Village, the ORT and each residential property owner. The DBO Contractor shall not receive additional funds or compensation if the DBO
Contractor has to re-visit a neighborhood or Premises to make or complete an installation of a Grinder Pump Station due to a failure in coordination.

A 6-inch (minimum) layer of naturally rounded aggregate, clean and free flowing with a particle size of not less than 1/8-inches, or more than 3/4-inches, shall be used as bedding material under each Grinder Pump Station and beneath and up to the gravity lateral stub-out.

A concrete anti-floatation collar, sized according to the Manufacturer's instructions, shall be required and shall be pre-cast to the grinder pump wet well or poured in place. Each Grinder Pump Station with its pre-cast anti-floatation collar shall have a minimum of three lifting eyes for loading and unloading purposes.

If the concrete is poured in place, the Grinder Pump Station shall be leveled and filled with water, to the bottom of the inlet, to help prevent the Grinder Pump Station from shifting while the concrete is being poured. The concrete must be manually vibrated to ensure there are no voids. If concrete must be poured to a level higher than the inlet piping, an 8-inch sleeve is required over the inlet prior to the concrete being poured.

2.3.5 Backfill Requirements.
Backfill of clean native earth, free of rocks, roots, and foreign objects shall be thoroughly compacted in lifts not exceeding 18-inches to a final Proctor Density of less than 85 percent. The finish grade line shall be 1" to 4" below the bottom of the wet well access cover, and final grade shall slope away from the Grinder Pump Station.

2.3.6 Site Restoration.
All restoration to the Premises after installation shall be the responsibility of the DBO Contractor, at its cost and expense. All Premises shall be restored to their original condition as existed prior to the installation or work, in all respects, including but not limited to, curb and sidewalk replacement, landscaping, seeding, and restoration of the traveled ways. Items such as trees, bushes, mailboxes, stones, etc. may be removed, protected, and reinstalled to meet this restoration requirement.

2.3.7 As-Builts.
As-built drawings shall be provided for each Grinder Pump Station and Grinder Pump Service Lateral Connection installation. The as-built drawing for each Grinder Pump Station and Grinder Pump Service Lateral connection installation shall be shown on an 8 ½ by 11 sheet of paper locating the Grinder Pump Station and Grinder Pump Service Lateral Connection dimensionally on the property locating all components installed below ground, at-grade, and above ground. Each as-built shall be compiled and placed in three ring binders organized by neighborhood, by street, in order of property
addresses. The DBO Contractor shall submit these as-built drawings in one submittal once all Grinder Pump Stations and Grinder Pump Service Lateral Connections are completed under this Scope of Work.

2.3.8 Spare Parts.
The DBO Contractor shall stock and store within the Village limits a minimum of one spare grinder pump core for every 50 Grinder Pump Stations installed, complete with operational controls, level sensors, check valve, anti-siphon valve, pump/motor unit, and grinder.

The DBO Contractor shall supply five (5) hard copies of the Operation and Maintenance Manuals (in 3-ring binders) plus one (1) electronic copy to the Village and ORT. The Village will provide facilities for storage of all spare parts, and additional grinder pumps and components necessary after the initial Village-wide installation of residential grinder pump stations.

2.3.9 Startup Services
The DBO Contractor shall submit startup procedures to the Village and the ORT for review and approval prior to placing a Grinder Pump Station online with the Village wastewater conveyance system. These procedures will be followed for all startup procedures initiated with Residential Grinder Pump Stations.

2.3.10 Warranty.
The Manufacturer shall provide a part(s) and labor warranty in favor of the Village on each complete Grinder Pump Station and accessories, including, but not limited to, the pumps, motors, and panels and Grinder Pump Service Lateral Connections for a period of 24 months from the date the Grinder Pump Station is operational and connected to the Village’s Wastewater Facilities. Any manufacturing defects found during the warranty period will be reported to the Manufacturer and will be corrected by the Manufacturer at no cost to the Village or the residential property owner. The DBO Contractor will provide a warranty in published form to the Village that applies to all Grinder Pump Stations purchased and installed.

The DBO Contractor shall provide a Warranty Performance Certification statement which certifies a minimum 24-month warranty. This Certification statement must include any exclusions from the warranty or additional cost items required to maintain the equipment in warrantable condition, including all associated labor and shipping fees, and certify that the Manufacturer will bear all costs to correct any original equipment deficiency for the effective period of the warranty. All preventive maintenance type requirements shall be included in this form as exclusions.
3.0 CONSTRUCTION.
Prior to construction at each Premises, the DBO Contractor shall locate the Grinder Pump Station and Grinder Pump Service Lateral Connection on the Premises by placing a survey stake or "re-bar" where the center of the Grinder Pump Station is proposed to be installed, which location shall be consistent with the approved Easement and Grinder Pump Station Location Worksheet attached thereto as Attachment No. 2. The DBO Contractor shall prepare a written quotation for the installation of the Grinder Pump Service Lateral Connection and the lateral valve kit assembly, and present it to the property owner, who will in turn take the quotation to the Village and pay for the Grinder Pump Service Lateral Connection and the lateral valve kit assembly, to be furnished and installed by the DBO Contractor. The DBO Contractor shall coordinate the installation work with the payment by the property owner to the Village without impeding the schedule to complete the work efficiently. Prior to installation and construction, photographs of each Grinder Pump Station and Grinder Pump Service Lateral Connection location shall be taken and provided to the Village and ORT to establish the existing condition of each property before installation and construction work has begun. The DBO Contractor shall coordinate the construction schedule with each residential property owner and be solely responsible for obtaining access to the property once an easement is obtained. Access from the property line to the point where the Grinder Pump Station and Grinder Pump Service Lateral Connection will be installed shall be coordinated with the residential property owner.

Care shall be taken by the DBO Contractor when accessing the Premises, performing the work, and exiting the Premises, in order to minimize disruption and damage and protect existing landscaping and improvements from damage. Installation of the work will only be performed by equipment that minimizes disruption to the property owners' premises.

Construction work shall be completed in accordance with the DBO Agreement and the Manufacturer's recommendations. Connection points to the Grinder Pump Stations (electrical, piping, controls, etc.) that will be completed by others shall be marked and left in place, identified capped, and protected. Connection points to the Grinder Pump Stations shall be left facing the location to which the connection points will be made wherever possible.

Restoration work shall be completed in accordance with the DBO Agreement. All restoration work shall be completed to return the Premises to the condition existing prior to construction.
AGREEMENT AND GRANT OF EASEMENT FOR INSTALLATION AND MAINTENANCE OF LOW PRESSURE SEWER SYSTEM PUMP STATION

and all co-owners, heirs, successors, grantees, and assigns, ("Owner") of the Property at the address of Florida __________, Parcel ID __________ acknowledges that the Islamorada, Village of Islands (Village) intends to furnish and install a simplex grinder low pressure pumping station, pump control panel and valve box with appurtenant pipe and electrical apparatus (Facilities) of a type and in a manner approved by the Village, in an owner-selected portion of the above-referenced property.

Owner agrees to install, own, maintain, repair and replace the sewer lateral from the building connection to the Facilities and the electrical portion of the system from the building circuit panel to the pump control panel. Village will install, own, maintain, repair and replace electrical service from the pump control panel to the grinder pump station and the grinder pump station itself. The Village will also maintain the sewer lateral from the grinder pump station to the right of way.

Owner understands and agrees that the Village will perform inspections, maintenance and replacement of the grinder pump station and the sewer lateral from the grinder pump station to the right of way, as necessary. Owner, also, understand and agree that the Village will provide normal maintenance service on the Facilities at no additional charge to the Owner.

In order to provide the Village access to the Facilities, the Owners for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does grant, sell and convey an Easement to the Village, its successors and assigns, under the following terms and conditions:

Owner hereby grants to the Village an easement under, over, across and upon the property described as Lot(s) _____, Block _____, in The Official Records of Monroe County in Book _____, at Page _____.

1. Upon agreement between Owner and the Village, easement shall be confined to the Owner-selected location of Facilities and sewer lateral, including a work area of five (5) feet, each way, from the Facilities and sewer lateral.

2. The Village, its successors and assigns, shall have the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect the Facilities and shall have right of ingress and egress thereto and therefrom over and across the easement area. The Village shall notify the Owner prior to gaining access, except in emergency conditions.

3. Owner shall furnish and maintain the easement area free of any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with: (a) Village’s safe or proper installation, operation, maintenance, inspection, or removal of the Facilities located in the easement area. Owners shall have the right to make any other use of the easement area which does not interfere with the Village’s Facilities.

4. Any obstruction to the safe or proper operation, maintenance, inspection, Facilities thereto may be removed by the Village at Owner’s expense. The Village shall notify Owner of any such obstruction prior to any action in this regard and allow Owner time to remove obstruction; except for emergency conditions during which the Village may require immediate, unobstructed access to the Facilities.
5. Owner shall bear the cost of any relocation or modification of said Facilities when the change is necessitated by Owner’s requirements.

6. All covenants, stipulations, terms, conditions, and provisions of the agreement shall extend to and be made binding upon respective successors and assigns of Village and Owners. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.

7. The Owner does hereby state that they have sufficient authority and title to grant of this easement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Grant of Easement on this _____ day of ________, 20____.

WITNESSES:  
(Requires two witnesses)  

By: __________________________  
Witness Signature (1)  
Signed Name __________________________

By: __________________________  
Witness Signature (2)  
Signed Name __________________________

OWNER(S):  

By: __________________________  
Signature __________________________

Signed Name __________________________

By: __________________________  
Signature __________________________

Signed Name __________________________

STATE OF __________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this ______ day of ____________________, 20____ by __________________________ who is/are personally known to me or who has/have produced __________________________ as identification.

[NOTARY SEAL]  

Notary Public, State of __________________________
Please complete this form, per the example shown in the right-hand diagram. You may wish to consult with a licensed plumber before deciding on a location. Be sure to indicate the following:

- Approximate location of your home
- Name of adjacent street(s)
- Existing sewer pipe leaving your home (if known)
- Existing septic tank (if known)
- Desired location of new grinder pump station and electrical panel from property lines (or house), including a discharge piping to the street
- Provide any comments of special circumstances in the area provided

(Please use blank area below)

Comments:

Completed worksheets should be mailed to Reynolds Water Islamorada, LLC, at 81990 Overseas Highway, Suite 204, Islamorada, FL, 33036. For questions, comments, or concerns, please contact Reynolds Water Islamorada, LLC, at (305) 414-8356.

Owner's Name: ___________________________ Date: ________________

Phone Number: __________________________

Email (optional): __________________________

THANK YOU!