



CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 S		IFORMAT	TION			
□ Agenda Item		on Memo	☐ Letter (to ex	ternal agen	cy) • Other E	Document
Document Title/	Purpose: Prop	rietary - Ic	e Pigging (Ame	erican Pipe	eline Solutions,	Inc.)
Commission Me	eting Date: 10/	7/2025	CAM #:_ ²⁵	5-0866	Item #:_M-	4
CAM attached: ECommunity Investres shall mean improve major repairs such a	nent Plan (CIP) Proments to real propers roof replacemen	roject defined perty (land, bu nt. Term "real	d as having a life of a uildings, or fixtures property" includes	at least 10 yea that add vali land, real est	ars and a cost of at ue and/or extend u tate, realty, or real.	least \$100,000 and seful life, including
SECTION 2 F	REQUESTOR	(CHARTI	ER OFFICE/D	EPARTMI	ENT)	
Charter Office:_					Ext:_	-
Department: Pro						5141
Department App	roval (Director/C				/ /	Date: DB
*Return Docume	ent To: Matthe	v Eaton	D	epartment:	Procurement	Ext: 5141
*REMINDER: Once record copy and ser	to a company to the company of the c		t level of governme	nt (Federal, S	tate, County) is co	mplete, scan the final
Scan Date:	Attach (Certified Re	solution #:	Origina	l form route to C	AO: □Yes □No
T	HE FOLLOWI	NG SECTIO	ONS ARE FOR C	HARTER	OFFICE USE ON	1LY
SECTION 3 0	CITY ATTORN	NEY'S OF	FICE (CAO):	CAO signed	/routed Require	d ■Yes □No
Is the attached (
Route to: Finance				Route to: C		
SECTION 4 City Clerk Office	CITY CLERK	SOFFICI	E (CCO)	-0	minot!	<u> </u>
City Clerk Office	Receive and S	Scan Date:	10/9/20	525	Number of Ori	ginals:
Route to CMO D	ate: 10 9	125	Rou	ıte to Mayo	r Date:	
SECTION 5						
LOG #: DCT 5	Date R	eceived:	10/13/25	Recei	ved From:	10
To CM/ACM:	. Williams 🗆	C. Cooper	☐ Y. Matthews	💢 B. Roger:	S	
Approved Init.	for con	inuous rou	ting to <i>Rickelle</i> I	Villiams, C	ity Manager/Ex	ecutive Director
Disapproved:	Comm					
Executive Assis	tant Route to C	CO Date:	10/20/25			-

WE BUILD COMMUNITY



CITY OF FORT LAUDERDALE City Commission Agenda Memo REGULAR MEETING

#25-0866

TO:

Honorable Mayor & Members of the Fort Lauderdale City Commission

FROM:

Rickelle Williams, City Manager

DATE:

October 7, 2025

TITLE:

Motion Approving Proprietary Purchases for Water Distribution, Wastewater Collection and Treatment Facilities (estimated \$6,408,541) and Stormwater System Infrastructures (estimated \$2,688,000) - (Commission Districts 1,

2, 3 and 4)

Recommendation

Staff recommends the City Commission approve the purchase of proprietary items on an as-needed basis for the Water Distribution, Wastewater Collection, and Treatment Facilities in the estimated amount of \$6,408,541 and Stormwater System Infrastructures in the estimated amount of \$2,688,000.

Background

The Utility Services Department operates two (2) water treatment facilities, one (1) regional wastewater treatment facility, 186 sanitary sewer pump stations, and five (5) stormwater stations. Utility Services also maintains over 1,400 miles of buried infrastructure. Each year, over 14 billion gallons of potable water are delivered to approximately 250,000 residents, businesses, and guests in Fort Lauderdale and adjacent areas and over 14 billion gallons of wastewater are collected and treated.

The Public Works Department operates and maintains the stormwater management system, which includes 9,722 catch basins, 1,043 outfalls, and 197.2 miles of stormwater pipes.

To meet service demands, both the Utility Services Department and Public Works Department rely on a variety of equipment. The existing equipment is providing reliable services, but the around-the-clock operation in an abrasive and corrosive environment rapidly wears them down. When a piece of equipment requires replacement, it is less expensive to replace it with an exact match from the manufacturer, thus avoiding the cost of reengineering or reconfiguring the surrounding equipment.

Replacement parts, repairs, and services are often needed throughout the year. In the aggregate, purchases from any one (1) vendor may exceed \$100,000. Pursuant to Section 2-181(f)(3), Code of Ordinances of the City of Fort Lauderdale, Florida, the City may purchase proprietary items, as defined in Section 2-173, without the necessity of public bids, when a proprietary item is not readily available from more than one (1) supplier, manufacturer, or person and is unique in nature. Exhibit 1 provides a proprietary list of suppliers, and a description of the materials, equipment, items and/or services to be provided, if required.

Resource Impact

There will be a fiscal impact to the City in the estimated amount of \$6,408,541 and \$2,688,000 for the purchase of proprietary items for the Water Distribution, Wastewater Collection, and Treatment Facilities and Stormwater System Infrastructures, respectively. Funds for the purchases described are available in the FY 2026 Operating Budget in each of the Departments' accounts listed below.

Utility Services Department

era de la composition de la compositio La composition de la	i de de la composition della c			of October 1, 2025	unds available as
AMOUNT	AVAILABLE BALANCE (Character)	AMENDED BUDGET (Character)	CHARACTER CODE/ SUB-OBJECT NAME	INDEX NAME (Program)	ACCOUNT NUMBER
\$390,000	\$2,530,979	\$2,530,979	Services & Materials/ Components & Parts	Distribution and Collection	10-450-7301- 536-30-3404
\$75,000	\$706,613.	\$706,613	Services & Materials/ Components & Parts	Meter Shop	10-450-7304- 526-30-3404
\$112,000	\$364,838	\$364,838	Services & Materials/ Components & Parts	Collections Systems Maintenance	10-450-7315- 536-30-3404
\$479,00	\$491,479	\$491,479	Services & Materials/ Components & Parts	Installation/ Repairs Operations	10-450-7316- 536-30-3404
\$124,00	\$2,531,037	\$2,531,037	Computer Maintenance	Pump Station Maintenance	10-450-7317- 536-30-3401
\$1,232,00	\$2,531,037	\$2,531,037	Services & Materials/ Components & Parts	Pump Station Maintenance	10-450-7317- 536-30-3404
\$837,00	\$837,437	\$837,437	Services & Materials/ Components & Parts	Fiveash Maintenance	10-450-7403- 536-30-3404
\$75,00	\$8,034,906	\$8,034,906	Services & Materials/ Components & Parts	Fiveash Operations	10-450-7404- 536-30-3404
\$306,60	\$306,630	\$306,630	Services & Materials/ Components & Parts	Peele Dixie Maintenance	10-450-7405- 536-30-3404
\$480,00	\$1,820,812	\$1,820,812	Services & Materials/ Scale Inhibitor	Peele/Dixie Operations	10-450-7406- 536-30-3719
\$6,00	\$60,509	\$60,509	Other Chemicals	Wastewater Lab	10-450-7408- 536-30-3799
\$5,50	\$60,509	\$60,509	Other Supplies	Wastewater Lab	10-450-7408- 536-30-3999

unds available a	s of October 1, 2025		er en en e	The state of the s	
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-450-7409- 536-30-3919	Biology Lab	Services & Materials/ Laboratory Supplies	\$43,941	\$43,941	\$43,94
10-450-7410- 536-30-3299	Water Lab	Other Services	\$62,370	\$62,370	\$8,50
10-450-7410- 536-30-3404	Water Lab	Component Parts	\$62,370	\$62,370	\$6,50
10-450-7410- 536-30-3799	. Water Lab	Services & Materials/ Laboratory Supplies	\$62,370	\$62,370	\$5,00
10-450-7410- 536-30-3919	Water Lab	Lab Supplies	\$62,370	\$62,370	\$5,00
10-450-7410- 536-30-3999	Water Lab	Other Supplies	\$62,370	\$62,370	\$9,00
10-451-7423- 536-30-3404	Lohmeyer Regional Plant Maintenance	Services & Materials/ Components & Parts	\$1,204,370	\$1,204,370	\$1,203,50
10-451-7423- 536-60-6499	Lohmeyer Regional Plant Capital Outlay	Other Equipment	\$1,215,720	\$1,215,720	\$1,005,00
	1	, *	PURC	IASE TOTAL ►	\$6,408,54

Public Works Department

Funds available as of October 1, 2025					
ACCOUNT NUMBER	INDEX NAME (Program)	CHARACTER CODE/ SUB-OBJECT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-470-7340-538- 30-3404	Stormwater	Services & Materials/ Components & Parts	\$2,913,650	\$2,913,650	\$40,000
10-470-7340-538- 30-3437	Stormwater	Improvement Repair & Maintenance	\$2,913,650	\$2,913,650	\$500,000
10-470-7341-538- 30-3404	Stormwater Op Swales	Services & Materials/ Components & Parts	\$361,290	\$361,290	\$150,000
10-470-7342-538- 30-3401	Storm Drain Maintenance	Services & Materials/ Computer Maintenance	\$1,120,994	\$1,120,994	\$500,000
10-470-7342-538- 30-3404	Storm Drain Maintenance	Services & Materials/ Components & Parts	\$1,120,994	\$1,120,994	\$1,485,000
10-470-7342-538- 30-3407	Storm Drain Maintenance	Equipment Repair & Maintenance	\$1,120,994	\$1,120,994	\$13,000
	-		PURC	HASE TOTAL ▶	\$2,688,000

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

 The Infrastructure and Resilience Focus Area, Goal 3: Be a sustainable and resilient community.

This item advances the Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Ready.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- Sanitary Sewer, Water, and Stormwater Element
- Goal 2: To develop and maintain an adequate wastewater collection and treatment system, which meets existing and projected needs of the City and adjacent users in the Central Wastewater Region.
- Goal 3: Develop and maintain an adequate water supply, treatment, and distribution system, which meets the existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Attachment

Exhibit 1 - List of Proprietary Vendors and Equipment

Prepared by: Todd Hiteshew, Deputy Director, Public Works

Mary Ann Walder, Administrative Supervisor, Utility Services Stefan Mohammed, Senior Procurement Specialist, Procurement

Services

Laurie Platkin, Senior Procurement Specialist, Procurement Services Matthew Eaton, Senior Administrative Assistant, Procurement Services

Shannon Falzone, Senior Administrative Assistant, Public Works

Department Directors: Brad Kaine, Public Works

Glenn Marcos, Procurement Services

details

250866 Version: 1

File #: Type:

MOTION

Title:

Motion Approving Proprietary Purchases for Water Distribution, Wastewater Collection and

Treatment Facilities (estimated \$6,408,541) and Stormwater System Infrastructures (estimated

\$2,688,000) - (Commission Districts 1, 2, 3 and 4)

Mover:

Steven Glassman

Seconder:

John C. Herbst

Result:

Pass

Agenda note:

Minutes note:

Action:

APPROVED

Action text:

APPROVED

votes (5:0)			
5 records Group Export			
Person Name	Vote		
Steven Glassman	Yea		
Pam Beasley-Pittman	Yea		
Ben Sorensen	Yea		
John C. Herbst	Yea		
Dean J. Trantalis	Yea		

<u>.</u>	Contractor	Description
1	ABB,	ABB, Inc./Baldor grant Arroyo Process Equipment the representation rights of ABB, Inc./Baldor in the entire ABB product line for the State of Florida for electrical needs and ABB and Baldor-Reliance Industrial Motors. ABB, Inc. verifies that AWC is the sole source ABB Instrumentation provider for South Florida and are the only ABB municipal representative that has a contract to sell ABB instruments for the purchase of new products, OEM repair parts, repairs and maintenance/service. This includes legacy products such as Fischer & Porter heritage brands still supported under the ABB name.
2	ABBA Pump	ABBA is the sole source for ABBA Parts in the State of Florida. They manufacture replacement pumps, parts & assemblies used in municipal water & wastewater treatment plants and pumping stations. Our high-quality centrifugal pump parts are utilized for repairing and maintaining a variety of wastewater treatment pumps (or sewage treatment pumps) including influent and effluent pumps, primary and secondary sludge pumps, RAS pumps, pumping stations and lift stations across North America.
3	Accutech Instrumentation, Inc. (Fluid Flow Products, INC.)	Accutech Instrumentation, Inc. owned by Fluid Flow is the sole source in the State of Florida for the Autrol and Tektrol, LLC, Additel Corporation, Asahi/America (actuators/valves), Ashcroft, Inc., Cashco Product, Dwyer Instruments, Flowserve Durco and Worcester Controls, Custom Control Sensors, LLC, Onyx Valve Company, Parker Hannifin Instrument Group, Panametrics, LLC, Ametek Magnetrol and Drexelbrooks Products, Precision Group instrument brand products and services. They also represent the Teledyne Instruments Inc, Teledyne ISCO) automatic water/wastewater sampling and flow monitoring equipment. They are the preferred instrument models for the differential pressure and temperature transmitters, actuators/valves, the loss of head meters on the filters, and flow transmitters used on the diesel high service pumps at the Fiveash Water Treatment Plant.
4	Air Compressor Works, Inc.	Air Compressor Works, Inc. is also the licensed stocking distributor and service center for Champion Air Compressor products. Air Compressor Works, Inc. is an authorized Master Distributor for the State of Florida for all Powerex sales, service, warranty, start-up and in service training. Air Compressor Works, Inc. is Kaeser Compressors, Inc. authorized distributor and sole source provider of parts and service for Kaeser's Sigma product line used in the GTL Wastewater Treatment Plant.

	Contractor	Description
5	Alfa Laval Inc. Previously known as Ashbrook Simon-Hartley Operations, LP	Air Products and Chemicals, Inc. exclusively sells all CryoMachinery related offerings direct to customers located in the United States and are the OEM for the Klampress, Winklepress and Aquabelt products.
6	All Terrain Environmental	All Terrain Environmental exclusively sells the temp composite ground protection matting for safe and stable work platforms and staging areas for crews and equipment. This product is used by the Utilities Collections team.
7	American Pipeline Solutions - APS	American Pipeline Solutions (APS) is the sole source provider of the Ice Pigging technology service utilized on various types of pipelines in the U.S.
8	Anderson- Brooksbank USA, LLC	Anderson-Brooksbank is the manufacturer's representative in the USA for all Blackhall manufactured products including Taylor, Shaw & Larner Johnson valves primarily for cryogenic processes.
9	Aqua Metrology Systems Limited	The trace metal analysers (Safeguard™, MetalGuard™) are manufactured by Aqua Metrology Systems Limited (AMS) who is the sole distributor of the AMS trace metal analysers and provider of associated technical support.

	Contractor	Description
10	Arle Compressors of Florida	Arle Compressors of Florida is the sole source provider for the Ingersoll-Rand Compressed Air Solutions product offering compressor equipment, air systems, parts, and service used at the water treatment plants. All of these systems are critical to the daily operation of the treatment plants and must be kept in optimal running condition in order to meet Federal, State, and local regulatory requirements. Arle Compressor System Corporation is the sole distributor of parts and service for the Ingersoll-Rand compressors and air systems (used at the Plants) in the Florida Market.
11	Arroyo Process Inc.	Arroyo Process Inc. is the exclusive and sole-source representative for all aftermarket Pulsafeeder pumps, parts, and accessories in the South Florida municipal market. Pulsafeeder pumps, parts, and service are used at the Water Treatment Plants, and at the GTL Wastewater Plant. In addition, Pulsafeeder is the provider of the polymer pump unit which consists of the polymer pump, gearbox, coupling, AC electric motor, and mounting base plate. Pulsafeeder pumps are also used to process biosolids at GTL Wastewater Plant. Arroyo Process Inc. (Arroyo Process Equipment) is the premier authorized distributor & factory trained service/repair center for the State of Florida for the complete line of Sumitomo Drive Technologies/Hansen Transmissions gear products. They are the authorized seller for the Sumitomo & Hansen gear drives. They are authorized to sell ABB instruments for new products, OEM repair parts, repairs & maintenance/service. Arroyo Process, Inc. is the factory authorized distributor for MTH Tool Company, Inc. for MTH Pumps including all pump, parts and accessory products manufactured by the company. Arroyo Process, Inc. also represents ABB Inc./Baldor in the entire ABB product line for the State of Florida for all electrical needs and ABB and Baldor-Reliance Industrial Motors.
12	AWC Inc.	ABB Inc. is the sole manufacturer of ABB brand replacement process measurement instruments, fluid flowmeters, motor controls, parts, and service and AWC, Inc. is ABB, Inc.'s authorized dealer in the Florida market. AWC is the sole source representative of Pulsar process measurement equipment. Public Works' staff operates numerous fluid flow monitoring devices (flowmeters) for inventory, compliance, and process control throughout the City. AWC, Inc. is the exclusive representative for Pulsar Products and Greyline Solutions and Measurement products including Ultrasonic Flow/Level Meters, transducers, instruments, systems and parts and Fischer & Porter heritage brands still supported under the ABB name.

	Contractor	Description
13	Barney's Pumps, Inc.	Barney's Pumps, Inc. is the sole source distributor of Hydromatic, Homa Pump Technology, and Aurora & Layne VertiLine brands for sales, replacement pumps, parts, and service for sanitary sewer pump stations, stormwater pump stations, and sewage stations throughout City. LobePro Rotary Pumps certifies that Barney's Pumps is authorized as a sole distributor for all of Florida except for the Panhandle for LobePro products such as the rotary pumps, rotary pumps systems, and parts driven by electric motors. Barney's Pumps personnel are authorized to provide services and support for LobePro products.
14	Camp Engineering Sales, Inc.	Camp Engineering Sales, Inc. is the exclusive manufacturer sales representative for MSA Safety Sales, LLC/General Monitors: Fixed Gas and Flame Detection (FGFD) products served in the state of Florida. This includes but is not limited to the S5000 family of gas monitors, FL500/FL4000H flame detectors, IR5000, Sentry IO and Hazardwatch Controllers, Senscient ELDS and Observer I gas monitoring products. MSA products are used by the Wastewater Treatment Plant.
15	Cardinal Scale Manufacturing Company	Cardinal Scale Manufacturing Company is the manufacturer and the sole supplier of parts and service for the measuring scales utilized at the George T. Lohmeyer Regional Wastewater Treatment Plant (GTL).
16	Carter & VerPlanck, Inc.	Carter & VerPlanck, Inc. (a DXP Company) is the exclusive sole source distributor for FlowServe pumps, parts (excluding mechanical seals), and service used throughout the City's water distribution system and wastewater treatment plant.
17	Chalmers & Kubeck South	Valve and Actuation Services, LLC dba Chalmers & Kubeck South is the distributor of Flowserve Limitorque products, parts, and services in the State of Florida. These products, parts, and service are used in the George T. Lohmeyer Wastewater Treatment Plant.
18	Chemrite, Inc.	A corrosion inhibitor study was done by Hazen and Sawyer and a recommendation to use the chemical LOP 3600 Phosphate was made to be used in the Peele Dixie Water Treatment Plant. The study concludes that this is the best inhibitor to use during the water treatment process as it lessens the corrosivity from the finished water that is distributed.
19	CL2 Solutions, LLC	CL2 Solutions, LLC is the sole source of Halogen Systems Sensors, OleumTech products. CL2 Solutions, LLC is also the sole source for the Ayyeka company for municipal and industrial sales and services in the state of Florida & Georgia. CL2 Solutions LLC in a contractual agreement with Tintometer, Inc. will be the exclusive sales representative for the Lovibond PTV Series of On-Line Process Turbidity Instruments for the State of Florida. CL2 Solutions represents the AVTEK line of valves exclusively for the State of Florida including all AV-TEK products.

, .	Contractor	Description
20	Conde Process Control, LLC (INNOMOTICS)	Conde Process Control is the exclusive manufacturer's representative for Innomotics LLC for medium voltage Variable Frequency Drives (VFD), Innomotics motors for VFDs, and aftermarket services. Conde Process Control is the only distributor in Florida for the JUMO Process Control system of sensor controls. Conde Process Controls LLC is the sole source supplier for Hawk Measurement technology/software for the water and wastewater industry. Conde Process control is factory certified for the installation and programming of the Hawk system as well as the repair, testing, inspection, calibration and replacement of parts. Conde Process Control, LLC is also the representative for the Siemens W-Drive low voltage VFDs.
21	Controls and Weighing Systems, Inc - B-Tek scale	Controls and Weighing Systems, Inc. is the only certified building contractor in the State of Florida who is authorized to sell and install B-TEK scale equipment. B-TEK Scales, LLC is a leading manufacturer of industrial weighing equipment, and due to the technical nature of the equipment and installation, Controls and Weighing Systems, Inc. has been certified by B-TEK Scales as an exclusive authorized installer.
22	Core & Main LP	Core & Main is the exclusive distributor for Advanced Metering Infrastructure (AMI) and Meter Installation services for Master Meter, Inc. (who are the sole manufacturers of the Octave Product Family of ultrasonic flow meters). Core & Main is the exclusive authorized and certified distributor of Sensus products (a Xylem brand), services and software in the state of Florida. The Sensus compound meters are installed throughout the City for large users. Core & Main is the sole distributor for the Clow Valve Products in the state of Florida. Core & Main along with Fortiline and A&B Pipe Supply are authorized distributors of Mueller Co. and authorized to sell in Fort Lauderdale the Tapping machines, hubs, bits and all machine parts. Core & Main are an authorized distributor and reseller of T&T Tools, Inc. products. They are also authorized distributors and resellers of Titan America Products.
23	CROM - CCR	CROM Coatings and Restorations ("CCR") is offering ground storage tank inspection and repair services as an approved representative of CROM, LLC. CCR is a division of CROM, LLC which was formed to carry out the specific tasks to inspect, repair and modify prestressed composite tanks as well as other concrete structures. CROM, LLC approves CCR as the sole company for any repairs and modifications performed on all of their prestressed composite tanks. CCR has unparalleled experience in the design, construction, modification and repair of prestressed composite tanks. No other service company provides this background.
24	CUES, Inc.	Cues, Inc. is the sole source manufacturer and provider of the Close Circuit TV (CCTV) video equipment, software, and service used to TV the City's water distribution and wastewater collections system.

	Contractor	Description
25	Cummins, Inc.	Cummins Inc. is the parts and service provider for Cummins engines or power systems such as diesel generators, transfer switches, and switchgear used throughout the City's Distribution & Collection Systems, and Water and Wastewater Plants.
26	Eaton Corporation	Eaton Corporation is the only company that is permitted to manufacture and sell electrical distribution equipment with Eaton, Cutler-Hammer, Westinghouse or Cooper Power Systems trademarks. Eaton Electrical Services & Systems is the only engineering group which is authorized by the manufacturer to work on Eaton, Cutler-Hammer, Westinghouse or Cooper Power Systems electrical distribution products. Eaton electrical parts and systems are installed in the George T. Lohmeyer Wastewater Treatment Plant.
27	Environmental Equipment Services (EES) for Chart, Inc.	Chart, Inc is the manufacturer of cryogenic storage and feed system equipment for both water and wastewater plants. Chart designs and manufacturers highly engineered systems used in the production, storage and end uses of all types of cryogenic gases; including carbon dioxide, nitrogen, oxygen, argon, hydrogen, LNG, ethane and ethylene. Environmental Equipment Services (EES) is the sole supplier in Florida for all original manufactured parts and equipment.
28	Environmental Products Group, Inc.	Environmental Products Group, Inc. is the sole source provider of parts and service for the Envirosight, LLC Rovver, RovverX robotic and Supervision robotic camera systems and quick view zooming and manhole inspection system. This equipment is used to inspect the City's sewer and stormwater systems. WinCan, LLC was formed to offer the best pipeline assessment software in the industry and to provide the best after purchase support and service available. As the sole provider of the WinCan software and service in North and South America, they provide superior sales and service to the city of Fort Lauderdale, FL. Environmental Products Group, Inc. is the State of Florida representative for WinCan products and service.
29	Environmental Resource Associates (ERA)	Environmental Resource Associates (ERA) FID number 36-2912479 is the sole commercial provider for environmental proficiency testing (PT) and quality control (QC) standards. To the best of our knowledge, ERA is the only commercial PT and QC provider that comprehensively provides all chemistry, microbiology, whole effluent toxicity and radiochemistry required for laboratory certification. ERA conducts both organic and inorganic WS and WP PT studies each month. ERA is accredited to ISO 17034 as a Reference Material provider for all NELAC chemistry, microbiology, whole effluent toxicity and radiochemistry analytes and is accredited to ISO 17025 as a Testing Laboratory for the analyses related to all NELAC chemistry, microbiology and radiochemistry analytes.

·.	Contractor	Description
30	Evervac Equipment	Environmental Products Group, Inc. is the sole source provider of parts and service for the Envirosight, LLC Rovver, RovverX robotic and Supervision robotic camera systems and quick view zooming and manhole inspection system. This equipment is used to inspect the City's sewer and stormwater systems. WinCan, LLC was formed to offer the best pipeline assessment software in the industry and to provide the best after purchase support and service available. As the sole provider of the WinCan software and service in North and South America, they provide superior sales and service to the city of Fort Lauderdale, FL. Environmental Products Group, Inc. is the State of Florida representative for WinCan products and service.
31	Evoqua Water Technologies	Evoqua Water Technologies is the sole source of Deionized Water Tanks in the South Florida area. "Evoqua, Type 1, Ultra Mix Bed DI resin tanks are regenerated at the Evoqua facility located in Jacksonville, Florida. The Evoqua quality program for this facility is compliant with the requirements set forth in ISO 9001:2015.
32	F.J. Nugent & Associates, Inc.	F.J. Nugent & Associates, Inc. is the exclusive factory authorized representative for Grundfos pumps and equipment brand in service throughout the City's wastewater system including all Grundfos wastewater products, Yeomans, Chicago, Morris and Sewer Chewer products. F.J. Nugent is Purafil ESD's sole and exclusive authorized representative for chemical filtration and environmental monitoring products and service used at the City's Wastewater Treatment Plant. Vaughan Company Inc.'s representative and sole source for the state of Florida including sales, service and parts for all Vaughan products is F.J. Nugent & Associates, Inc.
33	Florida Detroit Diesel Allison	Florida Detroit Diesel-Allison (FDD-A) is the sole Authorized Distributor for Allison Transmission, Detroit Diesel Engines and MTU Diesel Engines for the State of Florida. This capacity offers certain services and provisions that are not available through another service provider. One example of these services is maintenance, overhaul, diagnostic and software accredited training through the Tampa and/or Ft. Lauderdale Training Center. Another example would be the multiple full service locations and extensive inventory which enables us to respond rapidly to customers' needs.
34	Florida Technical Products	Florida Technical Products, Inc. is the authorized Industrial Distributor for Royal Purple products manufactured by Lubrication Engineers, Inc. for the state of Florida Florida Technical Products, Inc., has extensive expertise in the industrial environment and the ability to provide your organization with solutions to your toughest problems. We provide quality products and the highest level of service and support to our customers.

ļ	Contractor	Description	
FlowServe as the only authorized Distributors for MRO/re		Valve and Actuation Services, LLC dba Chalmers & Kubeck South is recognized by Flowserve-Lynchburg, Virginia USA as the only authorized Distributors for MRO/retrofit services of Limitorque products for the City of Fort Lauderdale. Flowserve Limitorque goes to market for such that all end-users are serviced through our distributors and not directly by the factory. These products, parts, and service are used in the George T. Lohmeyer Wastewater Treatment Plant.	
36	Fluid Control Specialties, Inc.	I Rosemount weastrement Rosemount Analytical Effetson Flyt, which would by sign, will affecte, ited valve company	
37	Fortiline	rtiline along with Core & Main and A&B Pipe Supply are authorized distributors of Mueller Co. and authorized to sell in rt Lauderdale the Tapping machines, hubs, bits and all machine parts.	
38	Gilson Engineering Sales of Florida, Inc.	Gilson Engineering Sales of Florida, Inc. is the exclusive distributor of Seametrics flowmeters and replacement parts and service brand in this municipal market. Seametrics flowmeters are installed on the City's wellfields and the two monitor wells in the Water Treatment Plant injection well site. Gilson Engineering Sales of Florida, Inc. is the exclusive distributor of Fluid Components International products, MSA Safety products (including Fixed Gas and Flame Detection Products), WIKA Electrical Temperature, level and Flow products, and Siemens Process Instrumentation products used in our wastewater treatment plants.	
39	Greenheck Fan Corporation Stan Weaver & Company is the exclusive and sole source provider for Greencheck Fan Corporation HVAC material Greencheck Fan Corporation materials are used throughout the Wastewater Treatment Plant and Collections system.		
40	Hach Company	Hach Company is the sole authorized manufacturer and direct distributor of the item(s) used in the City's Environmental, Water, and Wastewater Laboratories: Hach Brand, Products – Instruments and Chemistry: Brands to include, but not limited to: Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management.	

	Contractor	Description
41	H. C. Warner Inc.	H. C. Warner Inc. is the sole distributor of HYDAC, parts and service equipment for the State of Florida. The City uses HYDAC sand straining equipment exclusively at the Peele Dixie Water Treatment Plant to remove sand and other particulate matter larger than 50 microns from the raw water supply entering the plant:
42	Henry Pratt Company (FLOTECH)	Flotech, Inc. is the sole representative for the Henry Pratt Company in the state of Florida. The products under the Henry Pratt brand included are: Henry Pratt Brand AWWA and industrial butterfly valves, Henry Pratt Brand plug valves, Henry Pratt Brand check valves, Milliken Brand plug and check valves, Henry Pratt Brand knife gate valves, and Singer Brand control valves. Various Henry Pratt Company valves are used at the GTL Wastewater Treatment Plant.
43	Huber Technology, Inc. (Huber SE, HydroPress Huber AB and Huber Picatech AG).	Huber Technology, Inc. is the sole source provider of replacement parts and service for the RAKEMAX screen, Screw Conveyor RO8t, and the ROTOMAT – Waschpresse WAP equipment used at the George T. Lohmeyer Wastewater Plant to process wastewater. Moss Kelley, Inc./MKI Services, Inc. represents Huber Technology Inc. in the State of Florida.
44	Hudson Pump & Equipment (Tencarva)	Tencarva Machinery Company d/b/a Hudson Pump & Equipment is the sole source distributor of pumps, parts and service for Allis Chalmers, ITT Industry Process products, Goyne Pump, Gould Morris, Gorman Rupp, SPXFLOW Lightin brands, Flygt AC Series (a Xylem brand), Lightin brand mixers, parts, and service, Crane Pump Systems, ProSmart and PumpSmart in this municipal market. They are the municipal authorized distributor for Xylem Inc./Goulds Water Technology brand as manufactured by Xylems Texas Turbine Operations (TTO) and the Xylem/G&L Pumps A-C Series Brand. Allis Chalmers, Gould Morris, Gorman Rupp, Crane Pump Systems, Flygt AC Series, Lighting Brand equipment are in service throughout the City's water distribution system.
45	Hydra Services, Inc.	Hydra Services, Inc. is the authorized distributor in the Florida territory for Sulzer Wastewater (formerly ABS) products, parts, and services such as pumps, mixers, blowers and aerators used in the Municipal Wastewater Collection and Treatment process. They have the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. Hydra Services, Inc. is trained in the latest methods in care and start-up of Sulzer equipment.

	Contractor	Description	
46	IDEXX Distribution, Inc. and IDEXX Laboratories, Inc.	The City of Fort Lauderdale is certified to analyze for drinking water bacteriological samples under Standard Methods 92223B. This method uses Colilert vessels and Colilert power packages IDEXX Distribution, Inc. (FEIN #35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the sole supplier of Colilert*, reagent Colilert reagent, Cloilert* Comparator, Colisure* reagent, IDEXX Vessel, Quanti-Tray*, Sealer PLUS, Quanti-Tray*, All Colilert* Starter Kits, All 20 -pack, 100 pack, and 200 pack Combo Packs IDEXX-QC kit, SimPlate* for HPC test kit.	
47	InSource Solutions	InSource Solutions is the only authorized distributor in industrial operator interface products from AVEVA and the only company authorized by AVEVA to sell and support their products; also, the only authorized distributor in the Fort Lauderdale area to purchase AVEVA software and support.	
48	IPS - Integrated Power Services (formerly TAW)	IPS - Integrated Power Services (formerly Tampa Armature Works (TAW)) is the exclusive Rehlko (formerly Kohler Power Systems) distributor for sales, service, parts, and literature for the state of Florida. IPS is authorized to service all engines that Kohler used in its products which include Rehlko natural gas and diesel, John Deere, Volvo, Doosan and Mitsubishi.	
49	Jeffrey Allen - Club Car Commercial Utility Vehicles	Jeffrey Allen, Inc. is our only authorized Club Car Commercial Utility Vehicle Dealer for Broward County, Florida. They are authorized to provide sales, repair and maintenance services, as well as warranty services for Club Car commercial utility vehicles. Jeffrey Allen, Inc is in good standing with Club Car, LLC. and has complete access to purchase utility vehicles as well as accessories and aftermarket parts.	
50	Johnson Controls	Johnson Controls provides the SimplexGrinnell Multiplex System for fire alarm systems including specific, highly complex proprietary hardware and proprietary software. This Life Safety system is used at the Peele Dixie Water Treatment Plant.	
51	Material Handling Systems Inc. (MHS)	have offered a full line of material handling equipment and services since 1975 and are used in the City's Wastewater	
52	Midwest Power Products	Midwest Power Products is the sole source provider for Speedtronics gearboxes including specialty gearboxes used in Wastewater Treatment operations.	

	Contractor	Description	
distribute OEM parts and equipment for Huber SE, HydroPress, Huber AB and Huber Picatech Al Kelley, Inc./MKI Services Inc. is the manufacturer representative in the State of Florida for Fontain and parts. Moss Kelley, Inc./MKI Services Inc. is also the sole representative of CST Industries Aluminand Parts in the State of Florida. Moss Kelley, Inc. is the sole authorized distributor for Flygt (a Xyl Services, Inc.)			
54	MTS Environmental Inc.	a Laval, Inc. is the sole manufacturer of the Coplastix products. MTS Environmental, Inc. and Arroyo Process uipment are Alfa Laval's sole contracted representatives for the State of Florida selling Coplastix fluid control products the new equipment and spare parts.	
55	Mueller Company	Fortiline, Core & Main and A&B Pipe Supply are authorized distributors of Mueller Co. and authorized to sell in Fort Lauderdale the Tapping machines, hubs, bits and all machine parts.	
56	MWI Corporation (previously FPI Pumps, Inc. (Farmers Manufacturing)	distributor of all FPI/Farmers (MWI) pumps, parts, and service in this municipal market. Public Works maintains and operates two large storm stations in the heart of downtown Fort Lauderdale, and both were originally engineered and built with FPI/Farmers(MWI) pumps. These assist with the flood control throughout the year and during King Tide events.	
57	Nalco Company (an Ecolab Company) Nalco Water (an Ecolab Company) is the sole source provider of The Nalco PermaTreat PC-1850T - membrane antiscalant is used at the Peele Dixie Water Treatment Plant - Antiscalant precisely monitors the presence and dose the pre-treatment chemical in the membrane feed water.		
58	Ovivo, USA, LLC	Ovivo USA, LLC is the exclusive manufacturer and distributor of eleven Eimco Water Technologies brand clarifying units, parts, and service at the wastewater and water treatment plant used to settle and manage solids in the GTL Wastewater Treatment Plant and for hydro-treaters used for the lime softening process at the Fiveash Water Plant. TSC-Jacobs Florida is the exclusive authorized agent for this equipment.	

	Contractor	Description	
59	Pantropic Power Inc.	Pantropic Power Inc. is the sole source and exclusive distributor for the Caterpillar brand in this municipal market. Public Works staff maintains and operates both stationery and portable Caterpillar emergency generators and parts and service. This equipment is used in hurricanes and other types of emergencies.	
60	Pat's Pumps & Blower LLC	Pat's Pumps is the sole source supplier for Johnston/Bucher Sweeper equipment and parts in the State of Florida. Pat's Pumps is also the authorized dealer and sole source for parts, services and new equipment for the Hi-Vac Corporation line including Aquatech, O'Brien and X-Vac. Roots Blowers LLC, manufacturer of Roots blowers, compressors and controls authorizes Pat's Pumps & Blower LLC as the only Roots Blowers LLC authorized dealer of truck mounted Roots blowers in the state of Florida for all vacuum and pressure services.	
61	Power & Pumps Inc - Danfoss Drives	Danfoss Drives provides variable frequency drives, soft starters, related accessories and services to municipal water/wastewater providers. Power & Pumps Inc is their sole source sales representative. All Prime Pumps has authorized Power & Pumps Inc as their exclusive distributor for the State of Florida for all products and/or services. CURFLO, Inc. has authorized Power & Pumps, Inc. as the distributor partner and service center performing sales and service support for all CURFLO, Inc. products. Power & Pump is the authorized supplier and service department for SEW Eurodrive products, ShinMaywa (America), Ltd. (for CNWX, CNX and CNXH submersible non-clog pumps), Kinney Vacuum Pumps and Vacuum Boosters & M-D Pneumatics Blowers as well as the Verderflex Pumps and parts for Verder, Inc. Toshiba International Corporation has authorized their electric motor and drive products to be serviced and distributed by Power and Pumps, Inc.	

	Contractor	Description	
62	PSI Technologies, Inc.	PSI Technologies is the exclusive factory authorized vendor for WILO EMU (Eschtzel Meyer Unterwasserpumpen) pumps and mixers manufactured under the Wilo brand parts and service for Wilo USA LLC. Vogelsang authorizes PSI Technologies, Inc. for all of their products, parts, and field service in the State of Florida. They are the exclusive representative for Bermad Water Control Valves, Air Valves, and Mag Meters and Crispin Valves for the state of Florida. WILO EMU and Vogelsang equipment are in service throughout the City's Collections System. PSI Technologies is also the authorized distributor of the BBA Pumps, Inc., and all AV-Tec Inc. products. MWI Pumps authorizes PSI Technologies, Inc. for their MWI Submersible Electric Pumps, axial and mix flow type and MWI discharge cans with lid cover and Toutlet type.	
63	R.P. Adams	R.P. Adams is the sole source supplier of R.P. Adams new equipment and authentic aftermarket parts. This includes all	
64	Rexa Inc.	REXA Actuators are manufactured solely by REXA, Inc. using proprietary technology and all actuators are custom engineered and made to order. TSC-Jacobs is the authorized REXA, Inc. sales representative in the State of Florida for this product.	
65	Rexel USA Inc.	Rexel, Inc. is the exclusive factory authorized Rockwell Automation distributor for Allen Bradley electrical switchgear and components and Rockwell Software products for this municipal market. Allen Bradley brand equipment is used throughout the City's water distribution system, wastewater collection system, and treatment plants.	
66	RNW Diesel, Inc./RNW Automotive Inc.	RNW Diesel, Inc./RNW Automotive Inc. is the sole local source to repair the Valve truck generators on Distribution's Valve Truck vehicles. They provide all parts, labor and service for all equipment on these vehicles and provides best pricing for the City of Fort Lauderdale.	
67	Siemens Industry Inc.	Siemens Industry, Inc., authorizes Conde Process Control, LLC as the authorized agent for the Siemens W-Drive Low Voltage Variable Frequency Drive (VFD) system. Gilson Engineering Sales of Florida is the authorized contracted representative for Siemens Process Instrumentation products in Florida including Valve positioners, flow meters, level instrumentation, process recorders, pressure and temperature transmitters, loop controllers, pneumatics, and weighing and feeding equipment.	

	Contractor	Description	
68	Southern Sewer Equipment Sales	Southern Sewer is the sole authorized Vac-Con dealer for municipal market sales, parts and service in the State of Florida for combination and jetting units (Excluding hydro-excavation equipment and the Florida Panhandle). Southern Sewer Equipment Sales is also the sole authorized dealer for Global Environmental Products, Inc. in the state of Florida for genuine Global street sweeper parts, service and warranty support in this territory.	
69	Sullivan Electric & Pump, Inc. is the sole distributor in Palm Beach, Broward, and Dade County for the Yaskawa Industries Sullivan Electric & IQ services Variable Frequency Drives (VFD) product line installed at the George T. Lohmeyer Wastewater Treatments Plant.		
70	Sunshine State One-Call of Florida, Inc. (d/b/a Sunshine 811)	nshine State One-Call of Florida, Inc. (d/b/a Sunshine 811) is a not-for-profit corporation designed to provide essential ormation on safe digging and prevent damage to underground facilities in Florida. Underground facility owners and erators are required by law to be members of Sunshine 811 and fund its operations. When Sunshine 811 receives a late request, it notifies its members, so they mark their underground facilities at the planned dig site. Contacting inshine 811 is not only the law but helps prevent hefty fines and repair costs due to service outages, injuries, vironmental contamination and property damage.	
71	Swaby LOBELINE	Swaby LOBELINE is the sole source manufacturer and provider of the LOBELINE pumps as well as our full product line. These products are only manufactured at our facility. No other vendor manufactures distribute these products. Swaby LOBELINE is exclusive Representative in the State of Florida for Swaby LOBELINE products in the municipal markets in Florida which includes pumps, parts, factory reconditioning and service.	
72	Swagelok Company	the contract of the contract o	
73	Team Industrial Services	Team Industrial Services is the sole source manufacturer of InsertValve used in the City's Distribution System to install valves to isolate leaks and minimize impact to the customers. Team Industrial Services holds patents for their InsertValve. The patent numbers are 6,776,184 and 7225,827. Team Industrial Services is providing factory direct pricing for the Team InsertValve equipment, valves, parts and training.	

	Contractor	Description
74	Texas Underground Inc. (DBA Underground, Inc.)	Texas Underground Inc. (DBA Underground, Inc.) is the sole manufacturer and creator of Pipehunter Jetter equipment and its components. Jet Eye sewer inspection equipment and its components, and the Red Dawg line of sewer cleaning nozzles. Texas Underground, Inc.is the sole source for parts and repair services for these products.
75	Thompson Pump and Manufacturing Company, Inc.	Thompson Pump and Manufacturing Company, Inc. is the manufacturer and exclusive distributor of pumps, parts, components, ands service for large portable generators used by Public Works.
76	Trillium Flow Technologies	Trillium Flow Technologies is the owner, manufacturer and sole source of WEMCO proprietary pumping equipment and all Weir Specialty Pumps (WSP) equipment, parts and supplies.
77	TriNova Florida	Trinova Inc is the sole exclusive representative for Endress + Hauser for the purchase of new products, OEM repair/replacement parts, repairs and maintenance. TriNova, Inc. is also the authorized representative for ProMinent Fluid Control, Inc. for the Florida municipal market. The equipment, parts, and services are used at the Fiveash Water Treatment Plant and Peele Dixie Water Treatment Plant and George T. Lohmeyer Wastewater Treatment Plant.
78	TSC-JACOBS, INC., Jacobs Air Water Systems, and JAWS/TSC- Jacobs, The Jacobs Group Inc.	The TSC-Jacobs, Jacobs Air Water Systems, JAWS/TSC-Jacobs, and The Jacobs Group Inc., is the exclusive agent for Ovivo USA, LLC regarding all Ovivo and Eimco parts/equipment and service used during the water and wastewater treatment process at Fiveash Water Treatment Plant and George T. Lohmeyer Wastewater Treatment Plant. REXA Actuators are manufactured solely by REXA, Inc. using proprietary technology and all actuators are custom engineered and made to order. TSC-Jacobs is the authorized REXA, Inc. sales representative in the State of Florida for this product. Trillium Flow Technologies is the owner, manufacturer and sole source of WEMCO proprietary pumping equipment and all Weir Specialty Pumps (WSP) equipment, parts and supplies.
79	Volition Controls Corp.	Volition Controls Corp. is the exclusive manufacturer's representative in the State of Florida for Badger Meter, ATi I Analytical Technology Inc. & S:CAN products.

	Contractor	Description	
80	Vortex Lining Systems, LLC.	The City of Fort Lauderdale will be using Quadex GeoKrete polymer liner on stormwater pipes throughout the city. GeoKrete is used to line existing pipes and helps secure and extend the life of the pipe. GeoKrete is manufactured by Quadex, LLC, the sole source manufacturer, and is installed by its sister company, Vortex Lining Systems, LLC. Vortex is the only company that both supplies and installs GeoKrete	
81	Wachs Utility Products	achs Utility Products manufactures the Valve Maintenance Trailer (VMT) and Valve Maintenance Skid (VMS) lines of oducts including Hydro-Excavation units). The units are designed, manufactured, assembled and distributed solely by H. Wachs.(E.H. Wachs, Utility Products Division) and hold numerous US patents.	
82	Waco Filters Corporation	aco Filters Corporation is the sole distributor in the State of Florida for the MGS Filter Products' made by Vytal Filtration chnologies Inc. for the water market. MGS Filter Products are certified ISO 9001:2015 and is certified under both ANSI SF 42 and NSF 61.	
83	Wapro, Inc.	As part of the Stormwater Master Plan, the City is purchasing Wapro, Inc.'s tidal and backflow prevention valves (WASTOP). Wapro, Inc. inline check valve's fabrication is more rigid, and the flap material is less susceptible to deformation by foreign materials. This is a less cumbersome installation process and requires less maintenance overall. Wapro, Inc. holds a proprietary patent on their check valves. The patented design provides a one-way flow in a conduit which delivers minimal flow resistance providing good results.	
84	Water Treatment & Controls Technology, Inc	Water Treatment & Controls Technology, Inc (dba Water Treatment Controls) is the sole source in the State of Florida for parts and service for Evoqua Water Technologies, Wallace & Tiernan chlorine equipment and lime systems used at the water treatment facilities.	
85	William W Meyers & Sons Inc	William W. Meyers & Sons, Inc. is the sole source for air and dry bulk solids processing equipment like the HDX Rotary Airlock Feeder used in the Fiveash Water Treatment Plant.	
86	WinCan LLC	WinCan, LLC was formed to offer the best pipeline assessment software in the industry and to provide the best after purchase support and service available. As the sole provider of WinCan software and service in North and South America, they provide superior sales and service to the city of Fort Lauderdale, FL. Environmental Products Group, Inc. is the State of Florida representative for WinCan products and service.	

	Contractor	Description
87	Xylem Dewatering Solutions, Inc.	Xylem Dewatering Solutions, Inc. is the sole provider and sole manufacturer of the Godwin DriPrime line of pumps, SubPrime line of electric pumps and the Heidra line of hydraulic pumps used in emergency flood response, drinking water and wastewater bypasses, and construction dewatering. Xylem Dewatering Solutions, Inc., is the State of Florida representative for these products.
88	Xylem Water Solutions USA, Inc.	Xylem Water Solutions USA, Inc. is the sole provider and sole manufacturer of the Godwin Dri-Prime line of pumps, SubPrime line of electric pumps, and Heidra line of hydraulic pumps used in the City's Collection's system. Xylem Water Solutions USA, Inc. owns the Flygt Corporation and is the only authorized vendor and authorized service repair organization for Flygt Products and OEM parts. Xylem Water Solutions USA, Inc., is the sole source supplier of Leopold equipment (a Xylem brand).



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation

AMERICAN PIPELINE SOLUTIONS, INC.

Filing Information

Document Number

F20000003719

FEI/EIN Number

83-1502324

Date Filed

08/25/2020

State

DE

Status

ACTIVE

Principal Address

34 Delaware Street

New Milford, PA 07601-4824

Changed: 02/04/2025

Mailing Address

34 Delaware Street

New Milford, PA 07601-4824

Changed: 02/04/2025

Registered Agent Name & Address

REGISTERED AGENTS INC.

7901 4 ST N STE 300

ST PETERSBURG, FL 33702

Officer/Director Detail

Name & Address

Title P

MURPHEY, BLAKE W

34 Delaware Street New Milford, PA 34223

Annual Reports

Report Year	Filed Date
2023	02/20/2023
2024	03/13/2024
2025	02/04/2025

Document Images

02/04/2025 ANNUAL REPORT	View image in PDF format
03/13/2024 ANNUAL REPORT	View image in PDF format
02/20/2023 ANNUAL REPORT	View image in PDF format
03/02/2022 ANNUAL REPORT	View image in PDF format
02/15/2021 ANNUAL REPORT	View image in PDF format
08/25/2020 Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGREEMENT FOR ICE PIGGING - PROSPECT LAKE WELLFIELD

THIS AGREEMENT for Ice Pigging - Prospect Lake Wellfield ("Agreement"), made this 17th day of 2016 ber 2025, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301-1016, and American Pipeline Solutions, Inc., a Delaware company authorized to conduct business in the State of Florida ("Contractor"), whose principal address is 34 Delaware Street, New Milford, Pennsylvania 18834, Phone: 757-561-0770, Email: stephanie@americapipe.com; (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor agrees to provide ice pigging services to Prospect Lake Wellfield (the "Work"), and the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) American Pipeline Solutions, Inc.'s Agreement to the City dated March 12, 2025 ("Exhibit A").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated October 17th, 2025 and any attachments.
- B. Second, Exhibit A.

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the

Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or her designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

This is a one-time purchase. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended or revised.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with

this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the Work.

C. <u>Termination for Cause</u>

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be

effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. <u>Termination for Convenience</u>

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2024). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
 - g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: City of Fort Lauderdale 401 SE 21st Street Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for

including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state of Florida and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2024), as may be amended or revised, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any

incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287 133, Florida Statutes (2024), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City. may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2024), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. The City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of the City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the prior written consent of the other Party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) provided to or on behalf of the City shall be comparable to the best local and national standards.

In the event the Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors. perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' nonperformance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers. employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractors' use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. <u>Materiality and Waiver of Breach</u>

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. <u>Limitation of Liability</u>

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2024), as may be amended or revised.

U. <u>Jurisdiction, Venue, Waiver, Waiver of Jury Trial</u>

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. <u>Uncontrollable Circumstances ("Force Majeure")</u>

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 2. The excuse of performance is of no greater scope and of no longer duration

than is required by the Force Majeure;

- No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- 4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure he term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135. Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725. Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

BB. Attorney Fees

If City or Contractor incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing Party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

CC. Resolution of Disputes

Questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under, or by reason of, the Contract Documents which cannot be resolved by mutual agreement of City Project Manager and Contractor shall be submitted to the City Manager or his designee and Contractor's representative for resolution. Prior to any litigation being commenced, for any disputes which remain unresolved, within sixty (60) days after final completion of the Work. the Parties shall participate in mediation to address all unresolved disputes to a mediator agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies provided under the laws of Florida. Failure by a Party to comply in strict accordance with the requirements of this Article, then said Party specifically waives all of its rights provided hereunder, including its rights and remedies under the laws of Florida.

All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.

During the pendency of any dispute and after a determination thereof, Contractor and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress schedule. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the Parties shall participate in mediation to address all unresolved disputes. A mediator shall be mutually agreed upon by the Parties. Should any objection not be resolved in mediation, the Parties retain all their legal rights and remedies under applicable law. If a Party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said Party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

DD. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2024), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT

LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORT LAUDERDALE. GOV.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 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 (2024), as may be amended or revised, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.

EE. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

- 2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

FF. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- 1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- 2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the contract with the person or entity.
- 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2024), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
- 4. An Agreement terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2024), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

GG. Notices

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the Parties designate the following as respective places for giving notice, to wit:

FOR CITY:

City Manager

City of Fort Lauderdale 401 SE 21st Street

Fort Lauderdale, Florida 33316

WITH A COPY:

City Attorney

City of Fort Lauderdale

1 East Broward Boulevard, Suite 1320

Fort Lauderdale, Florida 33301

FOR CONTRACTOR:

Blake Murphey, President

American Pipeline Solutions, Inc.

P.O. Box 1128

Chesapeake, Virginia 23320

HH. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit on a form approved by the City and signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

CITY OF FORT LAUDERDALE, a Florida municipality

y: Mille

City Manager

Date: October 17, 2025

Approved as to Form and Correctness: D'Wayne M. Spence, Interim City Attorney

By:

Rhonda Montoya Hasan

Senior Assistant City Attorney

CONTRACTOR

<u>5011110</u>	AOTON.
WITNESSES:	AMERICAN PIPELINE SOLUTIONS, INC., a Delaware company authorized to conduct business in the State of Florida
Signature fenny Allesta	By: Blake Murphey, President
Print Name Penny Gleaton	
Signature Junfur Serving	
Print Name Jennifer Boundy	(CORPORATE SEAL)
STATE OF <u>Virginia</u> : COUNTY OF <u>Chescipence</u> :	Samme Same
presence or \square online notarization, this	peline Solutions, Inc., a Delaware company
JENNIFER ILENE BANDY Notary Public Commonwealth of Virginia 7978602 My Commission Expires April 30,	(Signature of Notary Public - State of VA)
JIB	Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known WOR Produced Ide Type of Identification Produced FL	





84 Johnson Avenue, Suite A Hackensack, New Jersey 07601-4824 201-525-0088 www.americanpipelinesolutions.com

Ice Pigging Services Agreement

March 12, 2025

Mark Roads, P.E.
Project Manager II
City of Fort Lauderdale
101 NE 3rd Ave. 21st Floor
Fort Lauderdale. FL 33301

Re: Ice Pigging - Prospect Lake Wellfield.

Our Ref: APS-IP-263

Thank you for the opportunity to provide you with pricing for performing ice pigging to remove sedimentation from the raw water lines at Prospect Lake Wellfield.

Pricing is based upon the information that you (Owner) provided to American Pipeline Solutions, Inc. (APS) and is inclusive of a one-day (500 mile) mobilization.

The water network contains approximately, **24,000 LF of 16-30-inch ductile iron pipe.** The primary goal of this project is to remove the sedimentation that has been deposited within the pipeline.

Based on the data provided, APS estimates this project will take **thirty-four full loads** (10-ton capacity) of ice to complete **one full pass** of this network.

Note: A second and third pass may be necessary and will be determined by the procedure outlined below

- 1. For Phase 1 and Phase 2 (Optional-if exercised), approximately 3 weeks into the full pass of 34 loads, APS and the Project Manager will select a run to test an additional pass with 1 load of ice.
- 2. The on-site Project Manager, together with APS, will review the results of an on-site visual inspection of the test run and make a recommendation to the City whether to execute an optional pass.
- 3. The City will notify APS within 10 business days whether the respective optional phase 2 or phase 3 will be executed.

APS's fixed price for the above referenced project is as follows;

Phase 1 (Base) Pass one + 1 additional load for 2nd pass testing: 35 total loads= \$471,434

<u>Phase 2 (Optional) Pass two remaining loads + 1 additional load for 3rd pass testing: 34</u> total loads = \$444,745

Phase 3 (Optional) Pass three remaining loads: 33 total loads = \$424,545

APS will invoice for the mobilization fee upon the APS crew's arrival to the project site. **7.5% Mobilization fee = \$35,358**

Pricing subject (but not limited) to the following conditions:

- 1. APS shall produce approximately 2,700 gallons of ice slurry for delivery to the water mains each day of work to clean sediments, loose deposits, and biofilms from the water mains covered under this proposal.
- 2. Ice pigging procedures are listed in Addendum A.
- **3.** This price is based on completing three full passes of the entire pipe or network according to the proposed run schedule in **Addendum B.**
- 4. Owner agrees that there is considerable expense to 2,700 gallons of ice slurry and that the ice slurry cannot be held for more than 12 hours before it becomes unusable. If on a scheduled workday, the Owner cannot isolate the water main or does not have the needed personnel, APS shall charge the Owner the Full Daily Rate of \$14,000 per day.
- 5. APS shall not charge Owner the above-mentioned Daily Rate, if APS cannot perform the complete day's work due to those factors under APS control, i.e., the ice is not in suitable condition, APS cannot provide the necessary labor, equipment failure, etc.
- 6. Once delivered to the job site, ownership of the ice slurry is transferred to Owner. All ice delivered to and removed from the water main, along with the wastes generated from the resulting process shall be the sole property of the Owner. The Owner shall dictate the specific disposal procedures to be employed during the process.
- 7. Owner agrees to provide the following:
 - a. All potable water necessary to create the ice slurry,
 - b. Secure location to stage the equipment required for ice production,
 - c. Network operators to isolate and re-open valves and hydrants during the project,
 - d. MOT (Maintenance of Traffic) procedures in accordance with the requirements written in The Manual of Uniform Traffic Devices, or similar local procedures.
 - e. A tanker truck to haul the wastes where a sanitary sewer is not in close proximity. Note: The discharge should not be to ground unless specific approval from the Owner is granted,

Paler

General Terms & Conditions - American Pipeline Solutions, Inc. Contracts

1. Price and Payments:

- a) Mobilization fee of 7.5% of the Pass One price to be paid via ACH and invoiced upon the crew's arrival to the project site.
- b) Price does not include sales or local taxes where applicable.
- c) Tax liability, if applicable, shall be solely the responsibility of the purchaser.
- d) If account is tax exempt, a current and valid tax-exempt certificate is required.
- e) APS will invoice bi-weekly, starting at project commencement + 4 days and in fixed installments until project is complete.
- f) .
- g) This quote is provided based on APS's present insurance coverage. If additional insurance is required, then the cost to obtain increased coverage will be added to this quote.
- h) All stated prices and terms will remain in effect 90 days from date of this proposal.
- i) No funds shall be withheld as retainage as American Pipeline Solutions, Inc. is performing a service only project.
- j) In the event there is a requirement to be a member of any third-party compliance group or consortium other than those APS already is a member, in order to work with and for your company; the cost of said registration and/or any other fees associated with same will be added to this proposal.
- 2. APS will not be responsible for any charges, claims, or demands due to any alleged neglect or default on our part unless written notice thereof shall have been delivered to us within ten (10) days after the alleged occurrence or said neglect or default. We shall not be responsible for any charges for work performed, or materials furnished, unless ordered in writing and receipt thereof acknowledged by our authorized representative.

Any and all prequalification, vendor set up, safety, compliance, contract, and/or insurance matters are to be addressed directly to our compliance office to the attention of; Stephanie Blake at stephanie@americapipe.com telephone: 201-525-0557.



Addendum A –

Responsibility		Ice Making Procedure
Owner	1.	The ice delivery unit and ice making unit shall be staged in a suitable level area, preferably a fenced area at a water treatment plant or other facility. The facility needs access to potable water, preferably a hydrant.
APS	2.	The hoses and fittings connecting the ice maker and delivery unit shall be disinfected and connected. This connection makes a closed loop system between the ice maker and delivery unit.
APS	3.	Approximately 2,700 gallons of potable water shall be added to the delivery tank, along with approximately 1100lbs of NSF-60 Certified Sodium Chloride.
APS	5.	The PLC controlling the ice making process shall be started and allowed to run overnight. APS shall monitor the procedure overnight via periodic visits or remote monitoring.
APS	6.	After completion of the ice making process, a small amount of ice shall be tested to determine the ice fraction. If the ice fraction is below the project's requirement, the ice making process shall continue.
APS	7.	Once the ice fraction is in accordance with the project's requirement, then the ice maker shall be shut off and disconnected. The ice contained in the delivery unit shall be delivered to the job site.

Responsib	ility	On-Site Delivery Actions
APS	1.	 The ice pigging delivery unit shall be parked near the appropriate insertion point. Hoses shall be setup from the delivery unit to the insertion point. The insertion point shall be flushed to clean out the barrel, then shut off. The hoses shall be disinfected and connected to the insertion point.
APS	2.	 Where possible, the extraction point instrumentation unit shall be setup near the extraction point. Hoses shall be setup from the instrumentation unit to the discharge point. Hoses shall run from the instrumentation unit to the designated disposal receptacle. The instrumentation unit shall be connected to the discharge point, and the valve turned on. Water quality readings shall be taken. The unit shall be allowed to flow water.
Owner	3.	The final valves shall be closed to isolate the water main.
APS	4.	The isolation of the main shall be verified by the instrumentation unit. The extraction point valve shall be closed after main isolation is verified and before the pressure goes below 20psi in the main.
APS	5.	 The entrance insertion point valve shall be opened and the ice slurry pumped into the water main. Prior to pumping the percent solids of the ice slurry shall be documented. The extraction valve shall be operated to allow for the displacement of water by the introduction of the ice and maintain the pressure above 20psi in the main.
APS	6.	Once the appropriate amount of ice slurry has been delivered, the insertion point and extraction point valve shall be closed and the pressure is maintained above 20psi.
Owner	7.	IMMEDIATELY, the upstream main line valve shall be opened to supply the needed pressure to push the ice pig through the main.
APS	8.	Once full system pressure, as observed prior to system shutdown, is monitored at the instrumentation unit, the operator shall open the

		extraction hydrant valve to control the flow of water and monitor the progress of the ice pig.
APS	9.	Once the pig is monitored to arrive, the flow of water shall be diverted from the de-chlorination equipment to flow to the sanitary sewer specified by the Owner.
APS	10.	The water quality shall be monitored and flow shall continue until the water quality returns to the initial water quality readings.
APS	11.	The insertion point shall be flushed to remove any ice that remains between the water main and hydrant.
APS	12.	The entrance and exit locations shall be cleaned up with all materials and equipment removed from the site.
Owner	13.	The downstream main valve shall be opened and returned to full service.

Addendum B

Ice Pigging Schedule



Well Field - 10-Ton 1st Pass

Date	Run Ref. Name/#	Insertion Point	Discharge Point	Disposal Method	Length (FT)	Pipe Dia.(in)	Pipe Material	Ice Quantity (Gals)
Day 1	33 to 32		182 S. E. E. W. S. D	ТВС	1,400	16	CI	2,700
Day 2	32 to 54	Well 32	Well 54	TBC	900	20	CI ·	2,700
Day 3	54 to 31	Well 54	Well 31	TBC	500	20	CI	2,700
Day 4	51 to 30	Well 51	Well 30	TBC	1,000	. 16	DI	2,700
Day 5	31 to 30	Well 31	Well 30	TBC	1,100	20 & 16	DI	2,700
Day 6	34 to 26	Well 34	Well 26	TBC	900	16	DI	2,700
Day 7	26 to 25		AND WATER AND	TBC	1,100	16	DI	2,700
Day 8	38 to 44	Well 38	Well 44	TBC	700	24	DI	2,700
Day 9	43 to 38	Well 43	Well 38	TBC	800	24	DI .	2,700
Day 10	41 to 49			TBC	700	16	DI	2,700
Day 11	48 to 41	Well 48	Well 41	TBC	700	16	DI	2,700
Day 12	48 to 40	Well 48	Nell40	TBC	900	16 & 20	DI	2,700
Day 13	47 to 46	Well 47 🖎	Well 46	TBC	1,100	12 & 16	DI	2,700
Day 14	53 to 52	Well 53	Well 52	TBC	900	16	DI	2,700
Day 15	31 to 28-A	Market V. F. B. S.		TBC	500	24	DI	2,700
Day 16	31 to 28-B	i silanguri i	1/2//25	TBC	500	24	DI	2,700
Day 17	28 to 50-A	Well 28	Well 50	TBC	550	24 & 16	DI	2,700
Day 18	28 to 50-B	Well 28	Well 50	TBC	550	24 & 16	DI	2,700
Day 19	28 to 27-A	Well 28	Well 27	TBC	500	30	, DI	2,700
Day 20	28 to 27-B	Well 28	Well 27	TBC	500	. 30	DI	2,700
Day 21	27 to 25-A	Well 27	Well 25	ŤBC	600	30	DI	2,700
Day 22	27 to 25-B	Well 27	Well 25	TBC	600	30	DI	2,700
Day 23	37 to 43-A	Well 37	Well 43	TBC	350	24 & 30	DI	2,700
Day 24	37 to 43-B	Well 37	Well 43	ТŖС	350	24 & 30	DI	2,700
Day 25	45 to 37-A	District St. L.	A-64 JAN JAN JAN	TBC	350	. 30	DI.	2,700
Day 26	45 to 37-B	7.5.45	· A THEWS	TBC	350	30	DI	2,700
Day 27	36 to 45-A	Well 36	Well 45	TBC	350	30	DI	2,700
Day 28	36 to 45-B	Well 36	Well 45	TBC	350	30	DI	2,700
Day 29	40 to 46-A	Well 40	Well 46	TBC	450	24	DI	2,700
Day 30	40 to 46-B	Well 40	Well 46	TBC	450	24	DI	2,700
Day 31	36 to 39-A	Well 36	Well 39	TBC	500	16 & 30	DI	2,700
Day 32	36 to 39-B	Well 36	Well 39	твс	500	16 & 30	DI	2,700

Day 33	53 to 40-A	Well 53 Well 40	TBC	850	20	DĮ	2,700
Day 34	53 to 40-B	Well 53 Well 40	TBC	850	20	DI	2,700

Wellfield 10 Ton - 2nd Pass

Day 41-52

Repeat above

Optional 3rd Pass-Repeat above

Day 52-104

CITY OF FORT LAUDERDALE



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The administration of the Park Tale
The undersigned, on behalf of American Pipeline Solvtion's TNC. (Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)
Elemane,
a <u>State</u> nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered) hereby deposes and says:
increasy depended and only of
1. My name is
2. I am an officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: President (Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.
Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.
Signature of Officer or Representative:
Office Address: 34 Delawere St New Milford, PA 18834
Email Address: Account s Damericapipe. Com
Main Phone Number: 201-525-0088 FEIN No.: 83-1502324
STATE OF <u>Virginia</u> COUNTY OF <u>Chesapeare</u>
Sworn to and subscribed before me by means of physical presence or online
notarization, this 2 day of October, 2025, by Jennifer lene Poundy.
JENNIFER ILENE BANDY (Print name of corporate officer/representative)
Notary Public Commonwealth of Virginia
7978602
My Commission Expires April 30, 2026 (Signature of Notary Public – State of VA)
(NOTARY SEAL) Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification
Personally Known OR Produced Identification
Type of Identification Produced FL Utivers License
Page 1 of 1

WE BUILD COMMUNITY

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS (Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- 1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- 3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
- 4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- 5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- 6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(l), Florida Statutes)
- 7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- 8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
- 9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Blake Murphey Title: President Entity: American Pipeline Solitions
Signature: 2/10/25
NOTARY PUBLIC ACKNOWEDGEMENT SECTION
STATE OF Virginia COUTY OF Chescipeake
The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 2 day of cotober 2025 by Blace Morphey, as
President for American Pipeline Solutions Inc., who is
personally known to me or who has produced <u>FL OriversLivense</u> as dentification representation of the produced of the personal produced of the per
Notary Public Signature: (Notary Seal)
Print Name: Jennifer Hene Bandy My commission expires: April 30,2026

TAKE