

#3229



# *City of Dania Beach* FLORIDA

June 29, 2017

U.S. Water Services Corporation  
Attn: Mr. Carl Smith, Vice President  
4939 Cross Bayou Boulevard  
New Port Richey, FL 34652

RE: First Renewal of Agreement between the City of Dania Beach and U.S. Water Services Corporation for Utility Annual Meter Reading Services

Dear Mr. Smith:

Enclosed for your files is a fully executed original of the above-referenced agreement.

If you have any questions regarding this agreement, please contact Nicki Satterfield, Finance Director, at (954) 924-6800, Ext. 3609.

Sincerely,

Tom Schneider, CMC  
Deputy City Clerk

Enclosure

cc: Nicki Satterfield, Finance Director

#3229

**FIRST RENEWAL OF AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA,  
AND U.S. WATER SERVICES CORPORATION**

This is a First Renewal of an Agreement (the "Renewal"), which Agreement, dated August 2, 2016 (the "Agreement"), exists between the City of Dania Beach, Florida, a Florida municipal corporation (the "City") and U.S. Water Services Corporation, a Florida corporation (the "Contractor") with its principal place of business located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652, for water meter reading services. A copy of the existing Agreement is attached as Exhibit "A", which is made a part of and incorporated into this Renewal by this reference. The City and Contractor wish to renew the Agreement for two (2) years up to and including August 2, 2019.

In consideration of the mutual covenants, terms and conditions contained in the Agreement and in this Renewal of it, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. That the Agreement is renewed and it shall remain in effect up to and including August 2, 2019.
2. That the terms and conditions of the Agreement will remain the same throughout the term of this Renewal of it.
3. The fees associated with this two (2) year renewal are shown in the attached Exhibit "B" which is made a part of and incorporated into this Renewal by this reference.
4. That in all other respects, the Agreement is ratified and reaffirmed and remains in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have executed this Renewal on JUNE 29, 2017.

CITY:

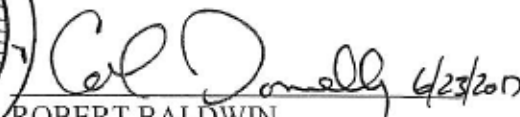
ATTEST:



LOUISE STILSON, CMC  
CITY CLERK

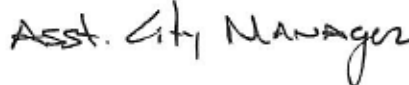



CITY OF DANIA BEACH, FLORIDA,  
a Florida municipal corporation



ROBERT BALDWIN  
CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:



  
THOMAS J. ANSBRO  
CITY ATTORNEY

**WITNESSES:**

[Signature]

Signature

Victoria Penick

PRINT Name

[Signature]

Signature

CARL Smith

PRINT Name

**CONTRACTOR:**

U.S. Water Services Corporation, a Florida Corporation

[Signature]

Signature

Gary Deremer

PRINT Name

Pres.

TITLE

STATE OF FLORIDA

COUNTY OF Polk

BEFORE me on June 21, 2017, personally appeared Gary Deremer as President of U.S. Water Services Corporation, a Florida corporation, who acknowledged execution of the foregoing Renewal of the Agreement for the use and purposes mentioned in it, and that the instrument is the sole act and deed of the Contractor. Such person is personally known to me or has produced personally known, as identification.

[Signature]

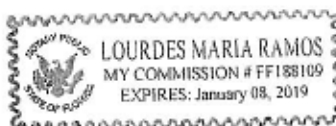
NOTARY PUBLIC

State of Florida

Louderes M. Ramos

PRINT Name of Notary

My Commission Expires:



## Schedule A

### Schedule of Service Fees

*Effective August 2017*

#### Meter Reading Services:

Conduct Meter Reading for the City of Dania Beach, Florida                      \$1.17 per meter read

#### Field Services Priced on a Per Event Basis (Residential/Small Commercial):

|  |                    |
|--|--------------------|
| a. Mass Turn off:                                      | \$ 3.61 per event  |
| b. Mass Turn on:                                       | \$ 3.61 per event  |
| c. Check Leak:   | \$ 5.67 per event  |
| d. Meter Box Lid Replace: ( 5/8" - 1" ):               | \$ 8.76 per event  |
| e. Meter Change out, Lid and Box Replace: 5/8" – 1" ): | \$ 12.88 per event |
| f. Meter Change out: ( 5/8" – 1" ):                    | \$ 8.76 per event  |
| g. Meter and Box/Lid: ( 5/8" – 1" ):                   | \$ 15.45 per event |
| h. Site Evaluation:                                    | \$ 5.15 per event  |

- Above Field Service Prices in Schedule A are only applicable between the City of Dania Beach, Florida as it relates solely to the Meter Reading Contract and that the Field Services performed will be by the USWSC staff member assigned to and in conjunction with performing meter reading services as defined within the Contract.
- Any Field services conducted by USWSC staff who are not assigned to this project or by staff assigned who are not currently on-site within the Dania Beach system will be priced at the rates found in Schedule B.
- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
- "Mass" is defined as events are conducted during the normal course of "past due" shut offs/turns due to lack of payment by customers. Utilities have scheduled "shut-off days" that are consistently performed each month/quarter. Turn on/off conducted as a "one-off situation" would be priced at the "site Evaluation" price per event.

- Field Services assumes no materials/equipment/couplings or other materials needed in order to perform services provided by USWSC
- Labor Rates of 1.5 times the regular hourly rates presented will apply under the following circumstances:

\*\*Monday - Friday from 4:00pm to 7:00am and Weekends at All Hours

\*\*Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by USWSC.

## AGREEMENT

This is an Agreement ("Agreement") dated AUGUST 2, 2016, between the City of Dania Beach, Florida, a Florida municipal corporation (the "City"), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and U.S. Water Services Corporation., a Florida corporation (the "Contractor"), with its principal place of business located at 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652.

In consideration of the mutual terms, conditions, promises and covenants set forth in this Agreement, the sufficiency and receipt of which are acknowledged and agreed upon, City and Contractor agree as follows:

### ARTICLE 1.0 SERVICES AND RESPONSIBILITIES

1.1 The Contractor is to provide water meter reading services throughout the City, as further described in the Schedule of Fee Services in Exhibit "A", which is applicable for all work performed during the days of regularly scheduled meter reads per billing cycle; a copy of the Exhibit is attached and incorporated into this Agreement by this reference. The terms "work" and "services" may be used interchangeably in this Agreement but both terms refer to services listed in Exhibit "A". The cost for such services shall not exceed Sixty Five Thousand Dollars (\$65,000.00). The Schedule of Service Fees shown for services provided on any day other than those days meeting the requirements described in Exhibit "A" are contained in Exhibit "B", a copy of which is also attached and incorporated in this Agreement by this reference. All documents pertaining to the Request for Proposals (RFP) area also incorporated by this reference into this Agreement.

1.2 Contractor agrees to do everything required by this Agreement and to comply with any and all other provisions in the documents and items incorporated by reference into this Agreement.

1.3 Contractor agrees that all services performed under this Agreement shall be done in a professional manner, and that the Contractor's efforts will produce quality results.

1.4 Contractor represents to City with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, and that Contractor has the expertise, experience and work force sufficient to timely perform the services to be provided pursuant to the terms of this Agreement, and the terms of the Request for Qualifications ("RFP") Number 16-001, and the Contractor's response to the RFP, both of which are made a part of and incorporated into this Agreement by these references.

1.5 Contractor represents to City that Contractor is properly licensed by all applicable federal, state and local agencies to provide the services specified under this Agreement. If any of the Contractor's licenses are revoked, suspended or terminated for any reason by any governmental agency, Contractor shall notify the City immediately.

1.6 Contractor guarantees all services and shall immediately correct any defects or deficiencies which may appear upon written notification by the City.

**ARTICLE 2.0**  
**TERMS AND CONDITIONS**

2.1 Contractor shall begin to perform the services for the City upon the execution of this Agreement by the parties.

2.2 The term of the Agreement will be for a one (1) year period with the option to renew for two (2) additional two (2) year periods upon mutual written agreement of the parties.

2.3 In the event the services are scheduled to end, the City shall notify the Contractor at least sixty (60) days in advance of its intent to renew or to allow termination to occur. Should the contract terminate, the Contractor shall continue the services if requested by the City for up to sixty (60) days to allow for services to begin with a new contractor. The current Contractor will be reimbursed for the services at the rate in effect when this transitional period clause is invoked by the City.

2.4 This Agreement may be terminated by City if Contractor fails to perform the required services upon the City's sole and reasonable approval, after City sends written notice of any deficiency to Contractor and Contractor does not cure such deficiency within seven (7) days from the date of such notice. In such event, the Contractor shall be paid compensation for completed services accepted by the City, if such services meet the City's sole and reasonable approval, which approval will not be unreasonably withheld. In the event that the Contractor abandons any required services specified in this Agreement or causes it to be terminated, Contractor shall indemnify the City against any loss pertaining to its abandonment up to a maximum of the amount to be paid under this Agreement. All documents and reports prepared by Contractor shall become the property of City, and such documents shall be delivered by Contractor to City before payment, if any, is made to Contractor by City.

2.5 Termination of Agreement for Convenience. It is expressly understood and agreed upon that the City may terminate this Agreement at any time, for any reason, or for no reason at all, by giving the Contractor notice by certified mail, return receipt requested, directed to the principal office of the Contractor, thirty (30) days in advance of the termination date. In the event that the Agreement is terminated pursuant to this provision, the Contractor shall be entitled to be compensated for the services rendered from the effective date of execution of the Agreement up to the date of receipt of the Notice of termination. Such compensation shall be based on the percentage of services completed, as fairly and reasonably determined by City after conferring with Contractor.

**ARTICLE 3.0**  
**COMPENSATION AND METHOD OF PAYMENT**

3.1 The Contractor will be compensated on a monthly basis.

3.2 Payment will be made to Contractor at:

U.S. Water Services Corporation  
Attn: Mr. Carl Smith, Vice President  
4939 Cross Bayou Boulevard  
New Port Richey, Florida 34652

**ARTICLE 4.0**  
**CHANGES IN SCOPE OF WORK**

4.1 City or Contractor may request changes that increase, decrease or otherwise modify the services, as described in this Agreement. These changes may affect the compensation, and, if so, they must be described in a written amendment of this Agreement, executed by the parties, prior to any deviation from the terms of this Agreement. In no event will Contractor deviate or permit deviation from the services described in this Agreement without City's advance written consent.

**ARTICLE 5.0**  
**PROTECTION OF CITY'S PROPERTY**

5.1 At all times during the performance of this Agreement, the Contractor shall protect the City's property and the property of others from all damage whatsoever on account of Contractor's performance of the required services.

**ARTICLE 6.0**  
**INDEMNIFICATION**

6.1 The Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

(a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of its use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in, whole or in part, due to the negligence of the Contractor or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the services;

(b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its subcontractors in the performance of the services.



**ARTICLE 7.0**  
**INSURANCE**

7.1 The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Article, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

**The following are requirements that must be met regarding the Contractor's delivery of Certificates of Insurance for all coverages required in the Agreement:**

7.2 Official Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City.

7.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

7.4 Coverages shall be in force until all work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR (IF APPROVED IN ADVANCE IN WRITING BY THE CITY) SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE RFP DOCUMENTS CONCERNING CONTRACTOR DELAY.**

## INSURANCE REQUIREMENTS

7.5 The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. Contractor shall be responsible for any deductible amounts.

7.6 **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

**SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE:  
(to be confirmed on or attached to the Official Certificate of Insurance)**

- Annual Aggregate shall apply "Per Job";
- "The City of Dania Beach, Florida" is named as "Additional Insured";
- Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- Contractor's insurance shall be primary and non-contributory;
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.7 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** shall be maintained by Contractor and any approved Subcontractors during the term(s) of the Agreement, or any renewal or extension period of it, and it is to apply to all "statutory employees" of the Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

In the case any services are subcontracted as otherwise addressed in the Agreement or RFP Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing statutory limits Part A.

Employer's Liability Part B shall be provided in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and One Million Dollars (\$1,000,000.00) annual aggregate.

IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING: I) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR II) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.

**SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE:**  
(to be confirmed on or attached to the Official Certificate of Insurance)

- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

**7.8 AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than Two Million Dollars (\$2,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

**SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE:**  
(to be confirmed on or attached to the Official Certificate of Insurance)

- "The City of Dania Beach, Florida" is named as an additional "named" insured";
- 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- Waiver of Subrogation in favor of the City.

If Contractor hires a subcontractor for any portion of any services and City advance approval is secured, then such subcontractor shall provide General Liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00), subject to the Special Provisions above.

**ARTICLE 8.0**  
**INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. Contractor agrees that it is not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act, minimum wages' laws and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Florida Workers' Compensation Act, the Florida unemployment insurance law and any other law or regulation of any kind. The Contractor shall retain sole and absolute discretion and exercise its judgment as to the manner and means of carrying out Contractor's activities and responsibilities toward completion of the services. Administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, H.U.D., or United States policies, rules or regulations relating to the use of Contractor's funds provided for in this Agreement. The Contractor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it has made its

own investment in its business, and that it will utilize a high level of experience necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to, unpaid minimum wages, overtime premiums or both.

#### **ARTICLE 9.0**

#### **DEFAULT OF AGREEMENT AND REMEDIES**

9.1 In case of any default by Contractor, the City shall notify the Contractor, in writing, of such default and direct Contractor to comply with all provisions of the Agreement. If Contractor does not timely cure such default after notice is sent by City, City may declare a default of this Agreement and may notify the Contractor of such declaration of default, in writing, and terminate the Agreement.

#### **ARTICLE 10.0**

#### **BANKRUPTCY**

10.1 It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed, and Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

#### **ARTICLE 11.0**

#### **DISPUTE RESOLUTION**

11.1 Venue; Fees. All claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. In any litigation, the parties agree to each waive any trial by jury of any and all issues. In the event of any litigation which arises out of, pertains to, or relates to this Agreement, the breach of it, or the standard of performance required in it, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

11.2 Operations During Dispute. In the event that a dispute, if any, arises between the City and the Contractor relating to this Agreement, or its performance or compensation, the Contractor agrees to continue to render service in full compliance with all terms and conditions of this Agreement as required by the City.

**ARTICLE 12.0**  
**PUBLIC RECORDS LAW**

12.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

12.2 Upon request from the City custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

12.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

12.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

12.5 Any compensation due to Contractor shall be withheld until all records are received as provided in this Article.

12.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

|                              |  |
|------------------------------|--|
| <b>Custodian of Records:</b> | <b>LOUISE STILSON, CITY CLERK</b>                                  |
| <b>Mailing Address:</b>      | <b>100 W. Dania Beach Boulevard<br/>Dania Beach, Florida 33004</b> |
| <b>Telephone number:</b>     | <b>954-924-9800, Ext. 3623</b>                                     |
| <b>Email:</b>                | <b>lstilson@ci.dania-beach.fl.us</b>                               |

**ARTICLE 13.0**  
**MISCELLANEOUS**

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement. Further, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply to this Agreement due to the joint contributions to it of both parties.

13.2 Assignments, Subcontracts and Amendments. This Agreement, and any interests in it, shall not in whole or in part be assigned, subcontracted, transferred in any way or otherwise encumbered, under any circumstances by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of or controlling interest in Contractor shall constitute an assignment which requires City approval. Violation of the terms of this paragraph shall constitute a breach of this Agreement by Contractor and City may, in its discretion, cancel this Agreement and all rights of Contractor under this Agreement will terminate.

It is further agreed upon that no modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties.

13.3 No Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and, in its discretion, to deduct from the Agreement price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.4 Notice. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended. The addresses for the giving of notice shall remain as set forth below until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Contractor and the City designate the following as the respective persons and places for the giving of notice:

City: Robert Baldwin, City Manager  
City of Dania Beach, Florida  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

Copies to: Thomas J. Ansbrosio, City Attorney  
City of Dania Beach, Florida  
100 West Dania Beach Blvd.  
Dania Beach, FL 33004



Contractor: U.S. Water Services Corporation  
Attn: Mr. Carl Smith, Vice President  
4939 Cross Bayou Boulevard  
New Port Richey, Florida 34652

13.5 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

13.6 Headings. Headings in this Agreement are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

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

13.8 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

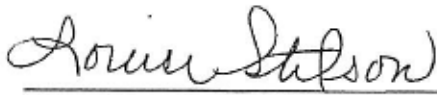
13.9 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

13.10 Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

13.11 Conflict. In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit to this Agreement or the RFP, and any terms of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day and year first written above.

ATTEST:



LOUISE STILSON, CMC  
CITY CLERK



CITY:

CITY OF DANIA BEACH, FLORIDA,  
a Florida municipal corporation

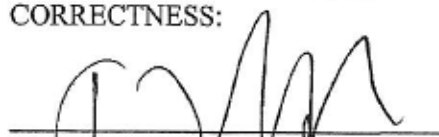


MARCO A. SALVINO  
MAYOR



ROBERT BALDWIN  
CITY MANAGER

APPROVED FOR FORM AND  
CORRECTNESS:



THOMAS J. ANSBRO  
CITY ATTORNEY



WITNESSES:

[Signature]  
Signature

Leander W. Faber  
PRINT Name

[Signature]  
Signature

Leander H. Ramos  
PRINT Name

CONTRACTOR:

U.S. WATER SERVICES  
CORPORATION, a Florida Corporation

[Signature]  
Signature

DAVID B. SCHULTZ  
PRINT Name

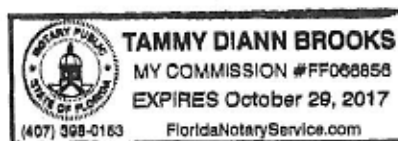
SEVP & COO  
Title

STATE OF FLORIDA  
COUNTY OF Pasco

BEFORE me on July 26<sup>th</sup>, 2016, personally appeared David B. Schultz, as SEVP & COO of U.S. Water Services Corporation, a Florida corporation, who acknowledged execution of the foregoing Agreement for the use and purposes mentioned in it, and that the instrument is the act and deed of the Contractor. Such person is personally known to me or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
State of Florida

My Commission Expires: 10-29-2016



**Exhibit "A"**  
**Schedule of Service Fees**

*Effective May 2016*

Meter Reading Services:

Conduct Meter Reading for the City of Dania Beach, Florida \$1.12 per meter read

Field Services Priced on a Per Event Basis (Residential/Small Commercial):

|  |                    |
|--|--------------------|
| a. Mass Turn off:                                      | \$ 3.50 per event  |
| b. Mass Turn on:                                       | \$ 3.50 per event  |
| c. Check Leak:   | \$ 5.50 per event  |
| d. Meter Box Lid Replace: ( 5/8" - 1" ):               | \$ 8.50 per event  |
| e. Meter Change out, Lid and Box Replace: 5/8" - 1" ): | \$ 12.50 per event |
| f. Meter Change out: (5/8" - 1" ):                     | \$ 8.50 per event  |
| g. Meter and Box/Lid: ( 5/8" - 1" ):                   | \$ 15.00 per event |
| h. Site Evaluation:                                    | \$ 5.50 per event  |

- The above shown prices are for services other than meter reading which are necessary or requested to be performed during the regularly scheduled days for meter reading as determined by the billing cycle and are applicable provided USWSC personnel are on site and available to perform such services. The field services performed will be by the USWSC staff member assigned to and on site at the time of performing regularly scheduled meter reading services as defined within the Contract.
- Any Field services conducted by USWSC staff who are not assigned to this project or by staff assigned who are not currently on-site within the Dania Beach system will be priced at the rates found in Schedule B.
- Field service prices as shown in Exhibit "A" are based on events being conducted during the normal business hours – Monday through Friday, 7:30 a.m. to 5:00 p.m. on days the meters are regularly scheduled to be read.
- "Mass" is defined as systems wide monthly scheduled off/on events conducted during the normal course of "past due" shut off(s)/turn on(s) due to lack of payment by customers and are scheduled "shut-off days" that are consistently performed in "Mass" each month/quarter. Turn on(s)/off(s) services conducted at other times as a "one-off or non "mass" situation would be priced at the "site Evaluation" price per event provided the time of such services meets the requirements of Exhibit "A" pricing.

**Exhibit "B"**  
**Schedule of Service Fees**

*Effective May 2016*

- |     |  |                    |
|-----|--|--------------------|
| 1.  | Project Manager  | \$100.40 per hour  |
| 2.  | Maintenance Technician (distribution/collection)                           | \$ 58.36 per hour  |
| 3.  | Certified Back Flow Prevention Technician                                  | \$ 74.47 per hour  |
| 4.  | Water/Wastewater Plant Operator (LEAD)                                     | \$ 80.20 per hour  |
| 5.  | Water/Wastewater Plant Operator  | \$ 59.06 per hour  |
| 6.  | Customer Service/Billing Supervisor  | \$ 46.00 per hour  |
| 7.  | Field Technician Supervisor:   | \$ 59.06 per hour  |
| 8.  | Customer Services Call Center / Billing Representative                     | \$ 40.00 per hour  |
| 9.  | Field Technician (LEAD):   | \$ 57.00 per hour  |
| 10. | Field Technician:  | \$ 55.00 per hour  |
| 11. | Administrative Support   | \$ 40.00 per hour  |
| 12. | Field Services Priced on a Per Event Basis (Residential/Small Commercial): |                    |
|     | a. Non Mass Turn off:  | \$ 16.00 per event |
|     | b. Non Mass Turn on:   | \$ 16.00 per event |
|     | c. Check Leak:   | \$ 28.00 per event |
|     | d. Meter Box Lid Replace: ( 5/8"-1"):                                      | \$ 31.00 per event |
|     | e. Meter Change out, Lid and Box Replace: 5/8" – 1"):                      | \$ 52.00 per event |
|     | f. Meter Change out: (5/8" – 1" ):   | \$ 45.00 per event |
|     | g. Meter and Box/Lid: ( 5/8" – 1" ):                                       | \$ 65.00 per event |
|     | h. Site Evaluation:  | \$ 28.00 per event |
- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
  - "Non Mass" is defined as events that are not conducted during days that the normally scheduled course of "past due" shut offs/turn ons" occur but rather consists of multiple shut off/turn on(s) requested on non-regularly scheduled meter reading or "mass" days. Turn on/off(s) conducted as a "one-off" situation would be priced at the above "site evaluation" price per event.
  - Field Service Prices are associated to those events whereby the "Events" are within a 30 minute normal drive time by USWSC personnel between events
  - Field Services assumes no materials/equipment/couplings or other materials needed in order to perform services provided by USWSC

- Labor Rates of 1.5 times the regular hourly rates presented will apply under the following circumstances:
  - Monday - Friday from 5:00 p.m. to 7:00 a.m. and weekends at all hours
  - Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by USWSC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Applied Risk Services, Inc.  
10825 Old Mill Rd  
Omaha, NE 68154

(877) 234-4420

**CONTACT****NAME:****PHONE**

(A/C, No, Ext): (877) 234-4420

**FAX**

(A/C, No): (877) 234-4421

**E-MAIL****ADDRESS:****PRODUCER****CUSTOMER ID #****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:**

Continental Indemnity Co.

28258

**INSURER B:****INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

U.S. Water Services Corporation  
dba U.S. Water Services Corporation  
4939 Cross Bayou Blvd  
New Port Richey, FL 34652-3434

CTL 1273 1088688

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR                | SUBR WVD                 | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--------------------------|--------------------------|-----------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b>  |                          |                          |                 |                         |                         |  |
|          | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                         |                         | EACH OCCURRENCE \$   |
|          | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR                           |                          |                          |                 |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$   |
|          |   |                          |                          |                 |                         |                         | MED EXP (Any one person) \$  |
|          |   |                          |                          |                 |                         |                         | PERSONAL & ADV INJURY \$   |
|          |   |                          |                          |                 |                         |                         | GENERAL AGGREGATE \$   |
|          |   |                          |                          |                 |                         |                         | PRODUCTS - COMP/CP AGG \$  |
|          |   |                          |                          |                 |                         |                         | \$   |
|          | <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>   |                          |                          |                 |                         |                         |  |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                          |                          |                 |                         |                         | \$   |
|          | <b>AUTOMOBILE LIABILITY</b>   |                          |                          |                 |                         |                         |  |
|          | <input type="checkbox"/> ANY AUTO   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$   |
|          | <input type="checkbox"/> ALL OWNED AUTOS  |                          |                          |                 |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> SCHEDULED AUTOS  |                          |                          |                 |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input type="checkbox"/> HIRED AUTOS  |                          |                          |                 |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          | <input type="checkbox"/> NON-OWNED AUTOS  |                          |                          |                 |                         |                         | \$   |
|          |   |                          |                          |                 |                         |                         | \$   |
|          |   |                          |                          |                 |                         |                         | \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR   |                          |                          |                 |                         |                         | EACH OCCURRENCE \$   |
|          | <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE                                       |                          |                          |                 |                         |                         | AGGREGATE \$   |
|          | <input type="checkbox"/> DEDUCTIBLE   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                         |                         | \$   |
|          | <input type="checkbox"/> RETENTION \$   |                          |                          |                 |                         |                         | \$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  |                          |                          |                 |                         |                         |  |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMPLOYEE EXCLUDED?                                   | Y/N                      |                          |                 |                         |                         |  |
| A        | (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below                          | N                        | N/A                      | 73-894357-01-04 | 10/31/2015              | 10/31/2016              | <input checked="" type="checkbox"/> (WC STATUS) <input type="checkbox"/> (OTHER) <input type="checkbox"/> (LIMITS)<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE-BA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE-POLICY LIMIT \$ 1,000,000 |
|          |   |                          |                          |                 |                         |                         |  |
|          |   |                          |                          |                 |                         |                         |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

U.S. Water Services Corporation  
4939 Cross Bayou Blvd  
New Port Richey, FL 34652-3434

Attn: Project Manager

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L039971



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2016

PRODUCER

888-494-9844

LOUIS MORRISON  
LOUIS J. MORRISON C & C CONSULTANTS  
P O BOX 701340  
ST CLOUD, FL 34770-1340

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

U.S WATER SERVICES CORPORATION  
4939 CROSS BAYOU BOULEVARD  
NEW PORT RICHEY, FL 34652

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ARCH INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR ADD'L LTR | INSUR | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |
|-----------------|-------|---|---|------------------------------------|-------------------------------------|---|
| A               | Y     | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | GWPKG0077210  | 11/30/15                           | 11/30/16                            | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A               | Y     | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | GWPKG0077210  | 11/30/15                           | 11/30/16                            | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|                 |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |   |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |
| A               |       | EXCESS / UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE \$<br>RETENTION \$  | GWFXS0077205<br>EXCESS OF GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY | 11/30/15                           | 11/30/16                            | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$<br>\$<br>\$  |
|                 |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>OTHER  |   |                                    |                                     | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF DANIA BEACH, FLORIDA IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS THEIR INTERESTS MAY APPEAR.

## CERTIFICATE HOLDER

CITY OF DANIA BEACH  
100 WEST DANIA BEACH  
DANIA BEACH, FL 33004

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Louis Morrison*

ACORD 25 (2009/01)

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# **ARCH INSURANCE COMPANY**

**ENDORSEMENT NO.** \_\_\_\_\_

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE<br>(Standard Time) |     |      |               |      | INSURED                            | AGENCY AND CODE |
|---|--|-----|------|---------------|------|------------------------------------|-----------------|
|   | MO.                                      | DAY | YR.  | 12:01<br>A.M. | NOON |                                    |                 |
| GWPKG0077210  | 11                                       | 30  | 2015 | X             |      | U.S. WATER SERVICES<br>CORPORATION | GW001           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE**

**Additional Premium: INCLUDED**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:

1. Currently in effect or which will become effective during the term of the policy; and
2. Executed prior to the "occurrence", offense, error, omission, "wrongful act" or "act, error or omission".

**B. The insurance provided to this additional insured is limited as follows:**

1. That person or organization is an additional insured only with respect to liability arising out of:
  - a. Premises you own, rent, lease or occupy; or
  - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage is not provided for liability or damages arising out of the sole negligence of the additional insured.

**C. The insurance provided to the additional insured does not apply to liability or damages arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:**

1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

**D. Coverage provided by this endorsement will apply on a primary and non-contributory basis if a written contract, agreement or permit specifically requires that this insurance be primary and non-contributory.**

Otherwise, coverage provided by this endorsement will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

**ARCH INSURANCE COMPANY**

When this insurance is excess, we will have no duty under **SECTION I - INSURING AGREEMENT** to defend the additional insured against any "suit" if any other insurer has a duty to

defend the additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following.

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

**SCHEDULE**

**Name and Address of Additional Insured:**

BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

Endorsement Effective Date: 11-30-15 local Standard Time at the First Named Insured's address.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The following is added to Section G – General Conditions, Paragraph 5:

Section G: General Conditions

5. Other Insurance:

- e. Notwithstanding the provisions of sub-paragraphs a, b, c and d of this paragraph 5, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies:

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077210

Named Insured: U.S. WATER SERVICES CORPORATION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-30-15

00 CA0100 00 04 09

Page 1 of 1

## EXHIBIT "B"

### Schedule of Service Fees

*Effective August 2017*

#### Meter Reading Services:

Conduct Meter Reading for the City of Dania Beach, Florida \$1.17 per meter read

#### Field Services Priced on a Per Event Basis (Residential/Small Commercial):

|  |                    |
|--|--------------------|
| a. Mass Turn off:                        | \$ 3.61 per event  |
| b. Mass Turn on:                         | \$ 3.61 per event  |
| c. Check Leak:                           | \$ 5.67 per event  |
| d. Meter Box Lid Replace: ( 5/8" - 1" ): | \$ 8.76 per event  |
| e. Lid and Box Replace: 5/8" – 1" ):     | \$ 12.88 per event |
| f. Meter Change out: (5/8" – 1" ):       | \$ 8.76 per event  |
| g. Meter and Box/Lid: ( 5/8" – 1" ):     | \$ 15.45 per event |
| h. Site Evaluation:                      | \$ 5.15 per event  |

- Above Field Service Prices in Schedule A are only applicable between the City of Dania Beach, Florida as it relates solely to the Meter Reading Contract and that the Field Services performed will be by the USWSC staff member assigned to and in conjunction with performing meter reading services as defined within the Contract.
- Any Field services conducted by USWSC staff who are not assigned to this project or by staff assigned who are not currently on-site within the Dania Beach system will be priced at the rates found in Schedule B.
- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
- "Mass" is defined as events are conducted during the normal course of "past due" shut offs/turns due to lack of payment by customers. Utilities have scheduled "shut-off days" that are consistently performed each month/quarter. Turn on/off conducted as a "one-off situation" would be priced at the "site Evaluation" price per event.

## EXHIBIT "B" (cont.)

### Schedule of Service Fees

*Effective August 2017*

- |     |  |                    |
|-----|--|--------------------|
| 1.  | Project Manager  | \$100.40 per hour  |
| 2.  | Maintenance Technician (distribution/collection)                           | \$ 58.36 per hour  |
| 3.  | Certified Back Flow Prevention Technician                                  | \$ 74.47 per hour  |
| 4.  | Water/Wastewater Plant Operator (LEAD)                                     | \$ 80.20 per hour  |
| 5.  | Water/Wastewater Plant Operator  | \$ 59.06 per hour  |
| 6.  | Customer Service/Billing Supervisor  | \$ 46.00 per hour  |
| 7.  | Field Technician Supervisor:   | \$ 59.06 per hour  |
| 8.  | Customer Services Call Center / Billing Representative                     | \$ 40.00 per hour  |
| 9.  | Field Technician (LEAD):   | \$ 57.00 per hour  |
| 10. | Field Technician:  | \$ 55.00 per hour  |
| 11. | Administrative Support   | \$ 40.00 per hour  |
| 12. | Field Services Priced on a Per Event Basis (Residential/Small Commercial): |                    |
|     | a. Mass Turn off:  | \$ 16.48 per event |
|     | b. Mass Turn on:   | \$ 16.48 per event |
|     | c. Check Leak:   | \$ 28.84 per event |
|     | d. Meter Box Lid Replace: ( 5/8"-1"):                                      | \$ 31.93 per event |
|     | e. Meter Change out, Lid and Box Replace: 5/8" – 1"):                      | \$ 53.56 per event |
|     | f. Meter Change out: (5/8" – 1" ):   | \$ 46.35 per event |
|     | g. Meter and Box/Lid: ( 5/8" – 1" ):                                       | \$ 66.95 per event |
|     | h. Site Evaluation:  | \$ 28.84 per event |
- Field Services are based on events being conducted during the normal business hours – Monday through Friday 7:30 am – 5:00 pm.
  - "Mass" is defined as events are conducted during the normal course of "past due" shut offs/turns due to lack of payment by customers. Utilities have scheduled "shut-off days" that are consistently performed each month/quarter. Turn on/off conducted as a "one-off situation would be priced at the "site Evaluation" price per event.
  - Field Service Prices are associated to those events whereby the "Events" are within a 30 minute normal drive time by USWSC personnel between events

- Field Services assumes no materials/equipment/couplings or other materials needed in order to perform services provided by USWSC
- Labor Rates of 1.5 times the regular hourly rates presented will apply under the following circumstances:

\*\*Monday - Friday from 4:00pm to 7:00am and Weekends at All Hours

\*\*Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by USWSC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/21/2017

|   |  |  |
|---|--|--|
| <b>PRODUCER</b><br>LOUIS MORRISON<br>LOUIS J. MORRISON C & C CONSULTANTS<br>P O BOX 701340<br>ST CLOUD, FL 34770-1340<br>888-434-9844 |  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |
| <b>INSURED</b><br>U S WATER SERVICES CORPORATION<br>4939 CROSS BAYOU BOULEVARD<br>NEW PORT RICHEY, FL 34652                           |  |  |
| <b>INSURERS AFFORDING COVERAGE</b>  |  | <b>NAIC #</b>  |
| INSURER A: ARCH INSURANCE COMPANY   |  |  |
| INSURER B:  |  |  |
| INSURER C:  |  |  |
| INSURER D:  |  |  |
| INSURER E:  |  |  |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS   |
|----------------------|--|---|------------------------------------|-------------------------------------|--|
| A Y                  | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | GWPKG0077211  | 11/30/16                           | 11/30/17                            | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COM/OP AGG \$ 3,000,000 |
| A Y                  | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | GWPKG0077211  | 11/30/16                           | 11/30/17                            | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|                      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> ANY AUTO   |   |                                    |                                     | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$  |
| A                    | <b>EXCESS / UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br>DEDUCTIBLE<br>RETENTION \$   | GWFXS0077206<br>EXCESS OF GENERAL LIABILITY, AUTO LIABILITY & EMPLOYERS LIABILITY | 11/30/16                           | 11/30/17                            | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$<br>\$<br>\$   |
|                      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under SPECIAL PROVISIONS below<br>Y/N <input type="checkbox"/><br><br>OTHER   |   |                                    |                                     | WC STATUTORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

THE CITY OF DANIA BEACH, FLORIDA IS LISTED AS AN ADDITIONAL INSURED WITH RESPECT TO COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS THEIR INTERESTS MAY APPEAR.

## CERTIFICATE HOLDER

CITY OF DANIA BEACH  
100 WEST DANIA BEACH  
DANIA BEACH, FL 33004

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# ARCH INSURANCE COMPANY

ENDORSEMENT NO. \_\_\_\_\_

| ATTACHED TO AND<br>FORMING A PART OF<br>POLICY NUMBER | ENDORSEMENT EFFECTIVE<br>(Standard Time) |     |      |               |      | INSURED                            | AGENCY AND CODE |
|---|--|-----|------|---------------|------|------------------------------------|-----------------|
|   | MO.                                      | DAY | YR.  | 12:01<br>A.M. | NOON |                                    |                 |
| GWPKG0077211  | 11                                       | 30  | 2016 | X             |      | U.S. WATER SERVICES<br>CORPORATION | GW001           |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

### WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE

#### Additional Premium: INCLUDED

A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:

1. Currently in effect or which will become effective during the term of the policy; and
2. Executed prior to the "occurrence", offense, error, omission, "wrongful act" or "act, error or omission".

B. The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of:
  - a. Premises you own, rent, lease or occupy; or
  - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage is not provided for liability or damages arising out of the sole negligence of the additional insured.

C. The insurance provided to the additional insured does not apply to liability or damages arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:

1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. Coverage provided by this endorsement will apply on a primary and non-contributory basis if a written contract, agreement or permit specifically requires that this insurance be primary and non-contributory.

Otherwise, coverage provided by this endorsement will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

**ARCH INSURANCE COMPANY**

When this insurance is excess, we will have no duty under **SECTION I - INSURING AGREEMENT** to defend the additional insured against any "suit" if any other insurer has a duty to

defend the additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

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AUTHORIZED REPRESENTATIVE

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DATE



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy unless another date is indicated below.

SECTION II – LIABILITY COVERAGE, 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

**SCHEDULE**

**Name and Address of Additional Insured:**

BLANKET ADDITIONAL INSURED

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

Endorsement Effective Date: 11/30/16 local Standard Time at the First Named Insured's address.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

The following is added to Section G – General Conditions, Paragraph 5:

**Section G: General Conditions**

**5. Other Insurance:**

- e. Notwithstanding the provisions of sub-paragraphs a, b, c and d of this paragraph 5, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies:

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0077211

Named Insured: U.S. WATER SERVICES CORPORATION

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/30/16