

Letter of Intent

TO: City of Lakeland
Department of Water Utilities
Water Utilities Engineering Division W-ADMN/ENG
501 E. Lemon Street
Lakeland, FL 33801-5050

SUBJECT: Request for Water and / or Wastewater Service COL/WUE Project #: _____

DATE: ____/____/____

Gentlemen:

It is hereby requested that the following development known as _____, and

located in Sec _____ Town _____ Range _____, Parcel ID _____, Project

Address: _____ be connected to the City of Lakeland's (City's) water _____ and/or wastewater _____ system.
(check service) (check service)

It is understood that should the City elect to provide or continue service(s), the following conditions and requirements must be met:

- A. This letter of Intent shall address either Water or Wastewater systems (Systems, Services) with common items B through N. Specific Water or Wastewater issues shall also be addressed.
- B. The owner/developer/engineer shall be responsible for compliance with the current design standards, policies, and procedures of the City.
- C. All executed easements necessary for the installation of the System(s) shall be dedicated to the City at no cost prior to acceptance. Certified plats shall be provided to the City when requested.
- D. When applicable, all easements or certified plats should be received in Water Utilities Engineering before service(s) will be provided.
- E. No liability whatsoever for injuries/damages resulting from system(s) installation shall be transferred to the City.
- F. The contractor shall submit proof of insurance and indemnification meeting the requirements of City of Lakeland Risk Management Department before any work is done on portions of the project where the City is signer or co-signer to the use permit (i.e. – Polk County, DOT, CSX, etc.). The City must also be listed as an additional insured on the contractor's policy.
- G. The contractor shall provide proof of state and county operating licenses.
- H. The name of contractor and construction project manager with the telephone numbers at which they can be reached shall be submitted herewith, or prior to construction if not selected at time of submittal.
- I. City inspectors from the Water Utilities Engineering Division must inspect all aspects of the installation, which pertain to utility infrastructure(s) for the City to accept the project and grant service(s). Inspectors shall be given all rights necessary to enter the property at any time for inspection of construction, materials, or other reasons necessary to ensure a proper installation. Water Utilities Engineering inspectors will be available during normal Water Utilities Inspection business hours (Monday – Friday, 7:30AM to 4:00PM) to inspect the construction work as it progresses, per City Standards & Specifications. The Contractor shall notify the City when inspection services are required outside the specified City business hours. The Contractor shall bear the cost for all inspection services provided outside normal business hours and beyond the designated project inspection allotment per Standards & Specifications.

- J. The Developer hereby agrees to require any contractor, subcontractor or anyone directly or indirectly employed to abide by OSHA safety requirements, including but not limited to the Trench Safety Act (Latest Rev. 29CFR 1926 Subpart P). Developer understands that the City's inspectors have the right to stop any work being performed not in conformance with OSHA safety regulations, and that the City may be required to notify OSHA of safety violations. Should the City's inspectors witness a violation, the inspector first will notify the Developer. The Developer shall abate the violation immediately or stop contractor's work until such violation is corrected. Developer agrees to indemnify and hold City harmless for any claims for delay or damages arising out of safety violations or work stoppage resulting there from.
 - K. A minimum two working day's notice notification shall be given prior to the start of construction. In the event work ceases for a period of at least two (2) consecutive workdays, the City must be re-notified prior to resuming inspections.
 - L. A full one (1) year warranty is hereby given against **damage**, defects in material, and workmanship. Warranty shall begin upon the date that the City accepts the system. The City shall send a letter to the Owner/Developer/Contractor officially accepting the system when all construction, engineering, and administrative work has been completed to the City's satisfaction. The warranty shall cover all portions of the system(s) as installed. Any defects found during this period shall be the responsibility of the developer to correct. In the event the City is required to make the repairs, the developer hereby agrees to pay the cost of such repairs.
- Note: An extended warranty may be required based upon poor soil conditions, workmanship damage, etc.
- M. The Developer/Owner agrees to execute a Petition for Voluntary Annexation if the property to be developed is outside the Corporate City Limits.
 - N. The Developer/Owner shall be responsible for restoration of all properties, easements, or rights of way disturbed by his project.

WATER SYSTEM ONLY:

- 1. A complete water system up to and including the meter(s) shall be installed at no cost to the City of Lakeland (City) in accordance with approved plans, specifications, and all other terms as defined in the City Standards and Specifications.
- 2. All connections to the existing City of Lakeland's water system shall be made by the City for an appropriate charge with payment to be made prior to connection.
- 3. No water use shall be permitted for other than water system construction testing purposes prior to the City receiving written approval from the Polk County Health Department. After receiving this approval, no water shall be used unless it is metered or authorized by Water Utilities. Use of water from the system under any other circumstance is an unauthorized use. Unauthorized use shall place the violator or developer subject to fines and penalties according to Florida Statutes, Chapter 812.14, and City Ordinance 3975.
- 4. Where applicable, permanent water service will also be dependent upon clearance of any wastewater systems by DEP.
- 5. City/County Plumbing inspectors are responsible for inspection downstream of all domestic and irrigation meters.
- 6. Engineer of Record (a professional engineer licensed by the State of Florida) shall submit certified "As-Built" plans (prints and mylar reproducible), CAD files (when available) and a copy of the "Letter of Clearance" for a Public Water System from the Polk County Health Department, and a certified cost breakdown by main size (using the City form) to the City prior to final acceptance and setting of meters for permanent service. Acquisition of the information required for this item requires field measurements and detailed record keeping. The "As-Built" plans must be certified without any disclaimer of responsibility.

7. Upon final acceptance by the City, absolute title of all mains, pipes, valves, hydrants and other appurtenances up to and including the meter/service valve(s), shall become the sole property of the City of Lakeland. This does not include any portion of the system which is downstream of the service valve(s)/meter(s). The City shall not be responsible for any piping after the service valve(s)/meter(s); however, all piping between the service valve(s)/meter(s) shall conform to City and/or plumbing code requirements. A "Certificate of Dedication" form is provided for an individual or a corporation.
8. In situations where the backflow prevention device is not located adjacent to the meter and/or the Right-Of-Way line (more than 5 ½ feet in distance), the Owner agrees to be responsible for maintenance and repair of the service line from the meter to the actual backflow device. The Owner also agrees that there will be no connections made between the meter and the backflow unit.
9. In situations where a line is a dedicated fire line and the backflow prevention device is not located at the right of way (property line) the Owner agrees to be responsible for maintenance and repair of the service line from the service valve to the backflow device.

WASTEWATER SYSTEM ONLY:

1. A complete wastewater system, up to and including the cleanout(s), shall be installed at no cost to the City in accordance with approved plans, specifications, and all other terms as defined in the City "Wastewater Operations Policies, Standards and Specifications". The cleanout shall be located at the property/easement line.
2. All connections to the existing City's wastewater system shall be made by the owner's licensed utility contractor or by the City for an appropriate charge, with the payment to be made prior to the connection.
3. Upon final acceptance by the City, absolute title of all mains, pipes, valves, pump stations and other appurtenances within the limits designated in the approved plans, shall become the sole property of the City. This does not include any portion of the building sewer which is upstream of the cleanout at the property/easement line. The City shall not be responsible for any piping between the building and the property/easement line; however, all piping shall conform to City or plumbing code requirements. A "Certificate of Dedication" form is provided for an individual or a corporation.
4. The Engineer of Record (a professional engineer licensed by the State of Florida) shall submit certified "As-Built" plans (prints and mylar reproducible), CAD files (when available). Acquisition of the horizontal and vertical information required for this item requires field measurements and detailed record keeping, and perhaps survey work. The "As-Built" plans must be certified without any disclaimer of responsibility.
5. The Engineer of Record shall submit a copy of the DEP "Letter of Release" to place into operation the domestic wastewater collection system, and a certified cost breakdown by facility type and size (using the City form) to the City prior to final acceptance and initial use of service.
6. No water/wastewater discharge shall be permitted for other than wastewater system testing purposes prior to the City receiving written clearance from the DEP. Prior to the DEP clearance for the wastewater system, NO permanent domestic water service shall be provided **unless the developer accepts full responsibility**. Discharge of non-permitted, non-metered water/wastewater into the system under any other circumstances is an unauthorized discharge. Unauthorized discharge shall place the violator or the developer subject to fines and penalties according to applicable Florida Statutes, F.A.C. 62-604, and City Ordinance 4117.

ACCEPTANCE:

The City agrees to provide water _____ and wastewater _____ service (check selection), once all requirements, standards, fees and charges are satisfied.

Should any of the above conditions not be fulfilled, the City of Lakeland may withhold service(s). Signing of this agreement acknowledges that the above conditions have been read, understood and agreed to.

Owner/Owner's Rep

Signature: _____ (Signature)

Name: _____ (Print)

Title: _____ (Print)

Witnessed by: _____ (Signature)

Name: _____ (Print)

Witnessed by: _____ (Signature)

Name: _____ (Print)