

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

<p>Meeting Date: March 13, 2007</p> <p>Submitted By: Water Utilities Department</p> <p>Submitted For: Water Utilities Department</p>	<p>Consent <input checked="" type="checkbox"/>]</p> <p>Public Hearing <input type="checkbox"/>]</p> <p>Regular <input type="checkbox"/>]</p>
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I. EXECUTIVE BRIEF

Motion and title: Staff recommends motion to approve: Amendment No. 03 to Cost-sharing Agreement No. OT040195 (R2004-1568) with the South Florida Water Management District (SFWMD) for design, permitting, and construction of the Lake Region Water Treatment Plant (LRWTP).

Summary: On July 13, 2004, the Board of County Commissioners approved a cost sharing agreement with SFWMD (R2004-1568) for design, permitting, and construction of the LRWTP. The Board of County Commissioners committed \$12,500,000 and the SFWMD committed \$4,500,000 to be disbursed in three (3) installments of \$1,500,000 each in FY 2004, FY 2005, and FY 2006. The SFWMD provided the County with the first two (2) \$1,500,000 installments in September 2004 and September 2005. Amendment No. 2 to the agreement revises the scope of work for the FY 2006 installment to include construction tasks and amends the payment and delivery schedule accordingly. These cost-sharing funds will be used to reduce the net cost of the LRWTP to the Cities of Belle Glade, Pahokee and South Bay. Amendment No. 03 is to revise the Summary Schedule of Tasks and Deliverables of the Agreement in accordance with Exhibit "D3" attached hereto and made a part of this Amendment No. 03.

(WUD Project No. 03-169)

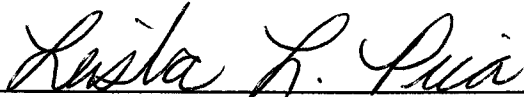
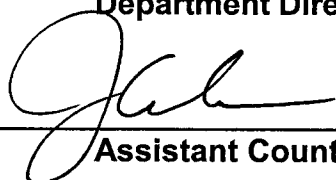
District 6

(MJ)

Background and Justification: The Lake Region communities are facing many challenges regarding existing and future public water supply. These challenges include operating outmoded water treatment plants, dealing with a rapidly changing regulatory environment, and coping with a lack of funding. The pooling of resources from the affected communities, County, SFWMD, State of Florida, and the Federal Government to construct the LRWTP is the most efficient way to ensure a safe and reliable drinking water supply. The \$1,500,000 in FY 2006 cost-share funding will be used to lower the net cost of the LRWTP to the three cities.

Attachments:

1. Two (2) Original Amendment No. 03 to Agreement No. OT040195
2. Location Map
3. Copy of the Original Agreement No. OT040195 (R2004-1568)
4. Copy of Amendment No. 02 to Agreement No. OT040195

Recommended By:	 Department Director	02/14/07 Date	
Approved By:	 Assistant County Administrator	3/2/07 Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund _____ Agency _____ Org. _____ Rev Source _____

Is Item Included in Current Budget? Yes ☐ No ☐

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The Water Utilities Department will receive \$1,500,000 in grant revenue from the SFWMD under Amendment No. 03 to the cost-share agreement for Fiscal Year 2006.

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Jim Duff 2-27-07
OFMB
2/27/07
2-20-07
2/14/07

Jim J. Javala 2/28/07
Contract and Development Control
2/28/07

B. Legal Sufficiency:

W. L. W. 3/1/07
Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

3600000770-A03

AMENDMENT NO. 03

TO AGREEMENT NO. 3600000770

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

This **AMENDMENT NO. 03** entered into on _____, to that **AGREEMENT** dated August 6, 2004, as amended on May 24, 2005 and September 15, 2006 between "the Parties," the South Florida Water Management District (**DISTRICT**) and Palm Beach County BOCC (**COUNTY**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the Parties wish to amend the **AGREEMENT** in order to revise the Summary Schedule of Tasks and Deliverables of the **AGREEMENT**;

NOW THEREFORE, the **DISTRICT** and the **COUNTY** in consideration of the mutual benefits flowing from each to the other do hereby agree as follows:

1. This **AMENDMENT NO. 03** shall be effective upon the date of execution by the Parties.
2. The Summary Schedule of Tasks and Deliverables is also hereby revised in accordance with Exhibit "D3", attached hereto and made a part of this **AMENDMENT NO. 03**.
3. All other terms and conditions of the **AGREEMENT** remain unchanged.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 03** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

By: Berradette Harrison

DATE: 1/18/07 SML

APPROVED AS TO TERMS AND CONDITIONS

By: Lisha L. Pua
Department Director

PALM BEACH COUNTY BOCC

By: _____

Title: Addie L. Greene, Chairperson

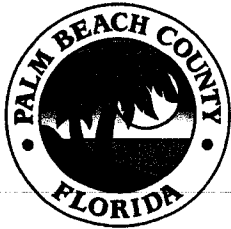
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

EXHIBIT "D-3"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

The Lake Region Water Treatment Plant construction contract was awarded to Poole & Kent Company on September 27, 2005. Materials and equipment for the Lake Region Water Treatment Plant were procured on October 18, 2005. The estimated deliverable values related to these Purchase Orders are:

Task No.	Deliverables	Due Date	Payment By District FY 2004	Payment By County FY 2004	Payments By District FY 2005	Payments By County FY 2005	Payments By District FY 2006	Payments By County FY 2006
A-1.5	30% Design Report for Contracts A and B	6/30/04	\$653,426	\$0.00	-	-		
A-1.5	30% Value Engineering Report	6/30/04	\$45,000	\$0.00	-	-		
A-1.3	Site Boundary and Topographic Survey	6/30/04	\$17,927.21	\$0.00	-	-		
A-1.2	Geotechnical Services, Monitoring Well Installation and Phase I Environmental Site Assessment	6/30/04	\$17,010	\$0.00	-	-		
A-2 (i)	60% Contract Documents and Plans for Contracts A and B	9/29/04	\$721,636.79	\$0.00	-	-		
A-2 (ii)	60% Value Engineering Report	9/29/04	\$45,000	\$0.00	-	-		
	Other Services include land acquisition and additional design fees			\$2,500,000	-	-		
A-2.5	90% Contract Documents and Plans for Contracts A and B	12/31/04	-	-	\$759,462.21	\$0.00		
A-2.6	100% Contract Documents and Plans for Contracts A and B	3/1/05	-	-	\$43,562	\$0.00		
A-2.8	90% Value Engineering Report	1/31/05	-	-	\$75,000	\$0.00		
B-1.1 to B-2.5	Florida Aquifer Well Design, Modeling, Contract Documents and Bidding Services	3/1/05	-	-	\$517,401	\$0.00		
B-4.1 to B-4.4	Deep Injection Well Design, FDEP Permit Application & Bidding Services	3/1/05	-	-	\$90,000	\$0.00		
	LRWTP Construction - Phase I	9/30/05	-	-	\$14,574.79	\$2,500,000		
	LRWTP Construction - Phases TBD	TBD	-	-	-	-		
	Purchase Order No. 03-169-07 Corel Corp. (Ductile Iron Pipe and Fittings) is the large diameter underground potable water piping on the LRWTP site	9/30/06					\$0	\$489,190
	Purchase Order No. 03-169-08 Corel Corp. (HDPE Pipe and Fittings) is the high density polyethylene plastic pipe used for the Floridan raw water, concentrate and permeate on the LRWTP site	9/30/06					\$0	\$215,000
	Purchase Order No. 03-169-013 Corel Corp. (Membrane Feed Pumps) are the four (4) membrane feed pumps with 450 Hp motor, pump cans and variable frequency drives	9/30/06					\$750,000	\$234,449
	Purchase Order No. 03-169-014 Corel Corp. (High Service Pumps) are the potable water distribution pumps and motors to the cities of Belle Glade, Pahokee and South Bay	9/30/06					\$530,000	\$69,361
	Purchase Order No. 03-169-016 Advanced Environmental Water Technologies (Membrane Trains, membrane vessels, stainless steel piping and support skids)	9/30/06					\$0	\$700,000
	Construction Services	1/31/07					\$220,000	\$792,000
	Totals:		\$1,500,000	\$2,500,000	\$1,500,000	\$2,500,000	\$1,500,000	\$2,500,000



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

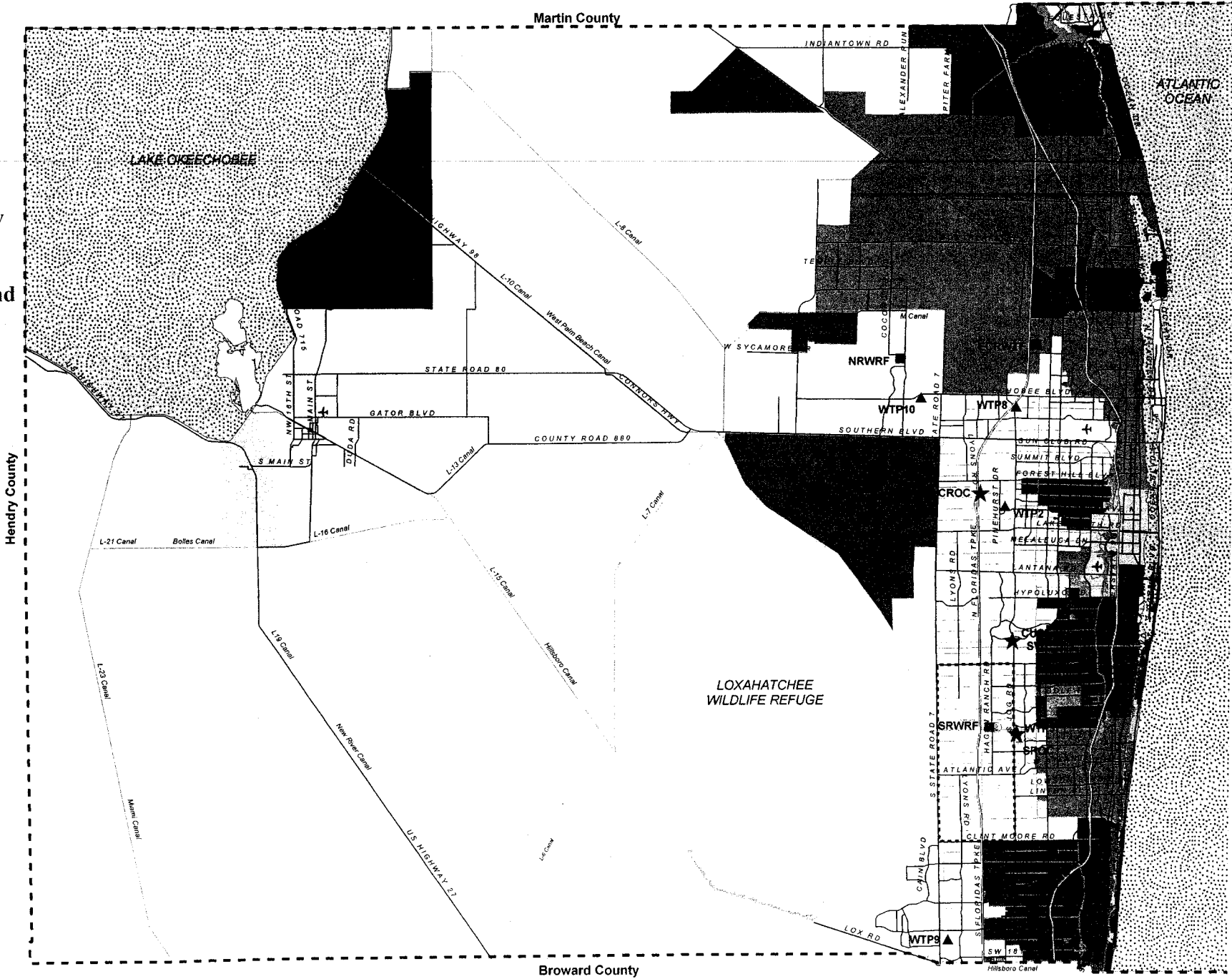
Attachment 2

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- Wetlands



NOT TO SCALE





SOUTH FLORIDA WATER MANAGEMENT DISTRICT

R2004 1568 AGREEMENT

JUL 13 2004

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH:</p> <p>Name: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS</p> <p>Address: P.O. Box 21229 West Palm Beach, FL 33416</p> <p>Project Manager: Gary Dernlan Telephone No: (561) 641-3429 Fax No: (561) 641-3472 Hereinafter referred to as: COUNTY</p>	<p>This number must appear on all Invoices and Correspondence</p> <p style="text-align: center; font-size: 1.2em;">OT040195</p> <p>MBE PARTICIPATION: %</p> <p>COST SHARING INFORMATION</p> <p>Total Project Cost: \$ 14,500,000.00</p> <p>COUNTY Contribution: \$ 10,000,000.00</p>														
<p>PROJECT TITLE: PRELIMINARY DESIGN, FINAL DESIGN, BIDDING, PERMITTING, AND SPECIAL SERVICES FOR LAKE REGION WATER TREATMENT PLANT.</p>															
<p>The following Exhibits are attached hereto and made a part of this AGREEMENT:</p> <table style="width: 100%;"> <tr> <td>Exhibit "A" - Special Provisions</td> <td>Exhibit "H" - Not Applicable</td> </tr> <tr> <td>Exhibit "B" - General Terms and Conditions</td> <td>Exhibit "I" - Not Applicable</td> </tr> <tr> <td>Exhibit "C" - Statement of Work</td> <td>Exhibit "J" - Not Applicable</td> </tr> <tr> <td>Exhibit "D" - Payment and Deliverable Schedule</td> <td>Exhibit "K" - Not Applicable</td> </tr> <tr> <td>Exhibit "E" - Not Applicable</td> <td>Exhibit "L" - Not Applicable</td> </tr> <tr> <td>Exhibit "F" - Not Applicable</td> <td>Exhibit "M" - Not Applicable</td> </tr> <tr> <td>Exhibit "G" - Not Applicable</td> <td></td> </tr> </table>		Exhibit "A" - Special Provisions	Exhibit "H" - Not Applicable	Exhibit "B" - General Terms and Conditions	Exhibit "I" - Not Applicable	Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable	Exhibit "D" - Payment and Deliverable Schedule	Exhibit "K" - Not Applicable	Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable	Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable	Exhibit "G" - Not Applicable	
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<p>TOTAL DISTRICT CONSIDERATION: \$4,500,000.00 AGREEMENT TYPE: Not-to-Exceed</p> <p>Multi-Year Funding (If Applicable)</p> <table style="width: 100%;"> <tr> <td>Fiscal Year: October 1, 2003-September 30, 2004</td> <td>\$1,500,000.00 ✓</td> <td>Fiscal Year:</td> </tr> <tr> <td>Fiscal Year: October 1, 2004-September 30, 2005</td> <td>\$1,500,000.00 ✓</td> <td>Fiscal Year:</td> </tr> <tr> <td>Fiscal Year: October 1, 2005-September 30, 2006</td> <td>\$1,500,000.00*</td> <td>Fiscal Year:</td> </tr> </table> <p>*Subject to District Governing Board Annual Budget Approval</p>		Fiscal Year: October 1, 2003-September 30, 2004	\$1,500,000.00 ✓	Fiscal Year:	Fiscal Year: October 1, 2004-September 30, 2005	\$1,500,000.00 ✓	Fiscal Year:	Fiscal Year: October 1, 2005-September 30, 2006	\$1,500,000.00*	Fiscal Year:					
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<p>AGREEMENT TERM: 3 YEARS EFFECTIVE DATE: Last Date of Execution by the Parties</p> <p>District Project Manager: Davies Mtundu District Contract Administrator:</p> <p>Telephone No: (561) 682-6581 Penelope Burger (561) 682-2536</p> <p>Fax No. (561) 681-6264 Fax No.: (561) 682-2536 or (561) 681-6275</p>															
<p>SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT:</p> <p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406</p> <p>Attention: Procurement Division-Notices</p>	<p>SUBMIT NOTICES TO THE COUNTY AT: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS</p> <p style="text-align: center;">APPROVED AS TO TERMS AND CONDITIONS</p> <p>P.O. Box 21229 West Palm Beach, FL 33416</p> <p>Attention: Gary Dernlan By: Department Director</p>														
<p>IN WITNESS WHEREOF, the authorized representative hereby executes this AGREEMENT on this date, and accepts all Terms and Conditions under which it is issued.</p>															
<p>PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS</p> <p>Accepted By: </p> <p>Title: Chair, Palm Beach County Board of County Commissioners</p> <p>Date: JUL 13 2004</p> <p style="text-align: center;">APPROVED AS TO FORM AND LEGAL SUFFICIENCY</p> <p> COUNTY ATTORNEY</p> <p style="text-align: center;"> DOROTHY H. WILKEN, CLERK Board of County Commissioners DEPUTY CLERK</p>	<p style="text-align: center;">SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD</p> <p>Accepted By: for Frank Hayden, Procurement Director</p> <p>Date: 8/6/04</p> <p>SFWMD OFFICE OF COUNSEL APPROVED By: DATE: 4/22/04</p> <p>SFWMD PROCUREMENT APPROVED By: DATE: 4-22-04</p>														



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

EXHIBIT "A" SPECIAL PROVISIONS

The purpose of this Exhibit "A" is to delineate any and all changes, deletions and/or additions to the Exhibit "B" General Terms & Conditions. In the event of any conflict between this Exhibit "A" and any other provision specified in this Agreement, this Exhibit "A" shall take precedence.

1. A new Article 1.5 is hereby added as follows:

"The **COUNTY** shall submit quarterly progress reports to the **DISTRICT** throughout the term of this **AGREEMENT**. Any requests for changes to the Exhibit "C" Statement of Work shall be submitted by the **COUNTY** or the **DISTRICT** in writing to the other party for approval, and the **COUNTY** or the **DISTRICT** shall submit its comments/approval in writing within ten (10) days after receipt of the request for change. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required."

2. Article 2.4 is hereby deleted and replaced as follows:

"The **COUNTY** shall submit quarterly financial statements to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **COUNTY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date. The **DISTRICT** shall only be obligated to pay for a maximum not-to-exceed **AGREEMENT** funding limitation of \$4,500,000.00. In no event shall the **DISTRICT** be liable for any expenditure hereunder in excess of \$4,500,000.00."

3. Article 7.1 D is hereby added as follows:

"The **COUNTY** shall maintain books, records and documents directly pertinent to performance under this **AGREEMENT** as described above. The **COUNTY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes."

4. Article 7.2 is hereby deleted in its entirety and replaced as follows:

"Both the **DISTRICT** and the **COUNTY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **COUNTY** under this **AGREEMENT** shall be deemed to be the property of the **COUNTY** upon termination of this **AGREEMENT**. All tangible property shall remain owned by the **COUNTY**."

5. The second paragraph of Article 9.2 is modified and now reads as follows:

"The **COUNTY** is solely responsible for compliance with all labor and tax laws pertaining to officers, agents and **COUNTY** employees and shall indemnify and hold the **DISTRICT** harmless from any failure by the **COUNTY** to comply with such laws. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes. The **COUNTY**'s duties with respect to such personnel shall include, but are not limited to, the following:"

SFWMD Office of Counsel Approved

By: Cathy Ruster Date: 8/2/04

SFWMD PROCUREMENT APPROVED

By: Penelope Bunge Date: 7-9-04



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The **COUNTY** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C" and made a part of this **AGREEMENT**.

1.2 As part of the services to be provided by the **COUNTY** under this **AGREEMENT**, the **COUNTY** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **COUNTY** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **AGREEMENT**. This paragraph shall survive the expiration or termination of this **AGREEMENT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **AGREEMENT**.

1.4 In the event **COUNTY** employees or hired workers are authorized by Exhibit "C" to perform services on-site at **DISTRICT** facilities, the **COUNTY** hereby agrees to be bound by all applicable **DISTRICT** policies and standards of conduct listed in Attachment 1, "Contractor Policy Code Acknowledgement" to Exhibit "C" and shall require each individual performing such on-site work to execute the Attachment 1 form. It is the **COUNTY**'s responsibility to advise its employees or hired workers of the nature of the project, as described in Exhibit "C".

The **COUNTY** shall determine the method, details and means of performing the services, within the parameters established by Exhibit "C". The **DISTRICT** shall provide additional guidance and instructions to **COUNTY**'s employees or hired workers where necessary or appropriate as determined by the **DISTRICT**.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **AGREEMENT** shall not exceed the amount as indicated on the cover/signature page of this **AGREEMENT**. Such amount includes all expenses which the **COUNTY** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **AGREEMENT** shall be paid in accordance with, and subject to the multi-year funding allocations for each **DISTRICT** fiscal year indicated on the cover/signature page of this **AGREEMENT**. Funding for each applicable fiscal year of this **AGREEMENT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **COUNTY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

2.3 The **COUNTY** assumes sole responsibility for all work which is performed pursuant to the Statement of Work, Exhibit "C". By providing funding hereunder, the **DISTRICT** does not make any warranty, guaranty, or any representation whatsoever regarding the correctness, accuracy, or reliability of any of the work performed hereunder.

2.4 The **COUNTY** by executing this **AGREEMENT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **COUNTY** agrees that the **DISTRICT** may adjust the consideration for this **AGREEMENT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **AGREEMENT**.

ARTICLE 3 - INVOICING AND PROMPT PAYMENT

3.1 The **COUNTY**'s invoices shall reference the **DISTRICT**'s Contract Number and shall be sent to the **DISTRICT**'s address specified on the cover/signature page of this **AGREEMENT**. The **COUNTY** shall not submit invoices to any other address at the **DISTRICT**.

3.2 The **COUNTY** shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached hereto as Exhibit "D" and made a part of this **AGREEMENT**. In the event the schedule does not specify payment on a completion of deliverable basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports (including approved travel costs, if applicable), receipts and subcontractor invoices. Any authorized travel shall be reimbursed in accordance with Chapter 112, Florida Statutes.

3.3 It is the policy of the **DISTRICT** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all **DISTRICT** requirements as specified in the **AGREEMENT** for invoice submission. The time at which payment shall be due from the **DISTRICT** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions as detailed in the **AGREEMENT**.

Failure of the **COUNTY** to follow the instructions set forth in the **AGREEMENT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**. All payments due from the **DISTRICT** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **COUNTY** shall invoice the **DISTRICT** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **DISTRICT** shall be concluded by final written decision of the **DISTRICT** Leadership Team not later than sixty (60) days after the date on which the proper invoice was received by the **DISTRICT**.

3.4 Unless otherwise stated herein, the **DISTRICT** shall not pay for any obligation or expenditure made by the **COUNTY** prior to the commencement date of this **AGREEMENT**.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **AGREEMENT**, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the **AGREEMENT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**. The **COUNTY** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT**'s Contract Specialist specified on the cover/signature page of the **AGREEMENT**.

All formal notices between the parties under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on the cover/signature page of the **AGREEMENT**. The **COUNTY** shall also provide a copy of all notices to



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

the **DISTRICT's** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT's** Contract Number specified on the cover/signature page of the **AGREEMENT**.

ARTICLE 5 - INSURANCE

5.1 The **COUNTY** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the **COUNTY** and the officers, employees, servants, and agents thereof. The **COUNTY** warrants and represents that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the **COUNTY's** officers, employees, servants and agents while acting within the scope of their employment during performance under this **AGREEMENT**. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

5.2 In the event the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** for work under this **AGREEMENT** shall include a provision whereby the **COUNTY's** subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 It is the policy of the **DISTRICT** to encourage good business practices by requiring contractors to materially perform in accordance with the terms and conditions of the **DISTRICT AGREEMENT**. In accordance with **DISTRICT** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **AGREEMENT**.

If the **COUNTY** materially fails to fulfill its obligations under this **AGREEMENT**, the **DISTRICT** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **COUNTY** shall have thirty (30) days to cure the breach. If the **COUNTY** fails to cure the breach within the thirty (30) day period, the **DISTRICT** shall issue a Termination for Default Notice. Once the **DISTRICT** has notified the **COUNTY** that it has materially breached its contract with the **DISTRICT**, by sending a Termination for Default Notice, the **DISTRICT's** Governing Board shall determine whether the **COUNTY** should be suspended from doing future work with the **DISTRICT**, and if so, for what period of time. The **DISTRICT's** Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **COUNTY** should be suspended, and if so, for what period of time. Should the **DISTRICT** terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity.

6.2 The **DISTRICT** may terminate this **AGREEMENT** with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the **COUNTY**. The performance of work under this **AGREEMENT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such



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termination shall be effected by delivery to the COUNTY of a Notice of Termination specifying the extent to which performance of work under the AGREEMENT is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the DISTRICT shall compensate the COUNTY for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "C", Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this AGREEMENT. The DISTRICT may withhold all payments to the COUNTY for such work until such time as the DISTRICT determines the exact amount due to the COUNTY.

6.3 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.4 The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the COUNTY to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the COUNTY in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The COUNTY shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. Upon resumption of work, if deemed appropriate by the DISTRICT, the

DISTRICT shall initiate an amendment to this AGREEMENT to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

6.5 The DISTRICT anticipates a total project cost as indicated on the cover/signature page, with the balance of matching funds and/or in-kind services to be obtained from the COUNTY in the amount as specified on the cover/signature page of this AGREEMENT. In the event such COUNTY matching funding and/or in-kind services becomes unavailable, that shall be good and sufficient cause for the DISTRICT to terminate the AGREEMENT pursuant to Paragraph 6.2 above.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The COUNTY shall maintain records and the DISTRICT shall have inspection and audit rights as follows:

A. Maintenance of Records: The COUNTY shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this AGREEMENT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this AGREEMENT.

B. Examination of Records: The DISTRICT or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five years from the date of final payment under this AGREEMENT and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute, and all such



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records shall be made readily available to the **DISTRICT**.

7.2 The **DISTRICT** shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the **COUNTY**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work (the "Work"). In consideration for the **DISTRICT** entering into this **AGREEMENT**, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the **COUNTY**, the **COUNTY** hereby assigns, transfers, sells and otherwise grants to the **DISTRICT** any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the **COUNTY** agrees to execute and deliver to the **DISTRICT** any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the **DISTRICT**. The **COUNTY** may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this **AGREEMENT**.

7.3 The **COUNTY** represents and warrants that proprietary software, if any, to be provided to the **DISTRICT** by the **COUNTY** hereunder, as specifically identified in Exhibit "C", Statement of Work shall have been developed solely by or for the **COUNTY**, or lawfully acquired under license from a third party, including the right to sublicense such software. The **COUNTY** shall include copyright or proprietary legends in the software and on the label of the medium used to transmit the software. The **COUNTY** shall grant to the **DISTRICT** a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. The **DISTRICT** acknowledges that title to the software identified in Exhibit "C" shall remain with the Licensor.

7.4 Any equipment purchased by the **COUNTY** with **DISTRICT** funding under this **AGREEMENT** shall be returned and title transferred from the **COUNTY** to the **DISTRICT** immediately upon termination or expiration of this **AGREEMENT** upon the written request of the **DISTRICT** not less than thirty (30) days prior to **AGREEMENT** expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the **DISTRICT** with a value equal to or greater than \$500.00 and with a normal expected life of one (1) year or more. The **COUNTY** will maintain any such equipment in good working condition while in its possession and will return the equipment to the **DISTRICT** in good condition, less normal wear and tear. The **COUNTY** will use its best efforts to safeguard the equipment throughout the period of performance of this **AGREEMENT**. However the **DISTRICT** will not hold the **COUNTY** liable for loss or damage due to causes beyond the **COUNTY**'s reasonable control. In the event of loss or damage, the **COUNTY** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence.

7.5 The **DISTRICT** has acquired the right to use certain software under license from third parties. For purposes of this **AGREEMENT**, the **DISTRICT** may permit the **COUNTY** access to certain third party owned software on **DISTRICT** computer systems. The **COUNTY** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.



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8.2 The **COUNTY** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **AGREEMENT**. The **COUNTY** shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

8.4 The **COUNTY**, by its execution of this **AGREEMENT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or has been placed on the discriminatory vendor list. If the **COUNTY** or any affiliate of the **COUNTY** has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since that person was placed on the convicted vendor or discriminatory vendor list. The **COUNTY** further understands and accepts that this **AGREEMENT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **COUNTY** for any work or materials furnished.

8.5 The **COUNTY** shall be responsible and liable for the payment of all of its FICA/Social Security and other applicable taxes resulting from this **AGREEMENT**.

8.6 The **COUNTY** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **COUNTY**, to solicit or secure this **AGREEMENT**. Further the **COUNTY** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **COUNTY**, any fee, commission, percentage,

gift, or other consideration contingent upon or resulting from the awarding or making of this **AGREEMENT**. For breach of this provision, the **DISTRICT** may terminate this **AGREEMENT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.

8.7.1 Pursuant to Sections 119.07(3)(o), and 240.241 Florida Statutes, data processing software obtained by an agency under a license **AGREEMENT** which prohibits its disclosure and which software is a trade secret, as defined in Sections 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **COUNTY** (Licensee) hereunder, the **DISTRICT** shall advise the **COUNTY** (Licensee) of such request and, as between the **DISTRICT** and the **COUNTY** (Licensee), it shall be the **COUNTY's** (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The **COUNTY** shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this **AGREEMENT**. A delay in obtaining permits shall not give rise to a claim by the **COUNTY** for additional compensation. If the **COUNTY** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this



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AGREEMENT, each party to bear its own costs, notwithstanding other provisions of this **AGREEMENT** to the contrary.

8.9 Pursuant to Section 216.347, F.S., the **COUNTY** is prohibited from the expenditure of any funds under this **AGREEMENT** to lobby the Legislature, the judicial branch or another state agency.

8.10 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **AGREEMENT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **COUNTY**. Therefore, the **COUNTY** assures the **DISTRICT** that the **COUNTY**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT'S** legitimate interest in promoting the goals and objectives of this project. The **COUNTY** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **COUNTY** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the **DISTRICT**, in its discretion, may terminate this **AGREEMENT**.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The **COUNTY** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this **AGREEMENT**. Both parties are free to enter into contracts with other parties for similar services.

9.2 In the event that the **COUNTY** is providing staff who will be working on-site at **DISTRICT** facilities, it is further understood that the **COUNTY** shall be the

employer of the staff provided pursuant to the **AGREEMENT** for all purposes under state and federal law and that the **COUNTY'S** staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **COUNTY'S** staff shall be exclusively provided by the **COUNTY** or by the **COUNTY'S** employee.

The **COUNTY** is solely responsible for compliance with all labor and tax laws pertaining to officers, agents and **COUNTY** employees and shall indemnify and hold the **DISTRICT** harmless from any failure by the **COUNTY** to comply with such laws. The **COUNTY'S** duties with respect to such personnel shall include, but are not limited to, the following:

9.2.1 Billing, collection, payroll services and tax withholding, and any other related services

9.2.2 Providing insurance coverage pursuant to Article 5 of this **AGREEMENT**.

9.2.3 Providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits and disability insurance.

9.2.4 Complying with the Fair Labor Standards Act, 29 U.S.C. 201, et seq., including payment of overtime in accordance with the Act.

9.2.5 Providing employee training for all activities necessary for job performance, except those functions that are unique to the **DISTRICT**, in which event, the **DISTRICT**, in its sole judgment and discretion, may provide training.

9.3 It is the intent and understanding of the Parties that this **AGREEMENT** is solely for the benefit of the **COUNTY** and the **DISTRICT**. No person or entity other than the **COUNTY** or the **DISTRICT** shall have any rights or privileges under this **AGREEMENT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.4 The **COUNTY** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **AGREEMENT** without the prior written



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consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be void.

9.5 The **COUNTY** shall not pledge the **DISTRICT's** credit or make the **DISTRICT** a guarantor of payment or surety for any **AGREEMENT**, debt, obligation, judgement, lien, or any form of indebtedness.

9.6 The **DISTRICT** assumes no duty with regard to the supervision of the **COUNTY** and the **COUNTY** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **AGREEMENT** performance.

ARTICLE 10 - MBE PARTICIPATION

10.1 The **COUNTY** hereby acknowledges that no Minority Business Enterprises (MBE) participation level has been established for this **AGREEMENT**; however, both parties agree to provide the other advance notice of competitive contracts that may result from this **AGREEMENT** along with timelines for public notice and award of such contracts. In the event subsequent competitive contract awards do result in MBE participation, such participation shall be reported to the other party. Both the **COUNTY** and the **DISTRICT** will ensure compliance with the provisions of their respective program, laws, ordinances and policies and will support the other's initiatives to the extent allowed by law.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this

AGREEMENT specifies that performance by **COUNTY** is specifically required during the occurrence of any of the events herein mentioned.

11.2 Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:

- (a) Exhibit "A" Special Provisions, if applicable
- (b) Exhibit "B" General Terms and Conditions
- (c) Exhibit "C" Statement of Work
- (d) all other exhibits, attachments and documents specifically incorporated herein by reference

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **AGREEMENT** may be amended only with the written approval of the parties hereto.

11.6 This **AGREEMENT** states the entire understanding and **AGREEMENT** between the parties and supersedes any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matter of this **AGREEMENT**. The **COUNTY** recognizes that any representations, statements or



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negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 12 – SAFETY REQUIREMENTS

12.1 The **COUNTY** shall require appropriate personal protective equipment in all operations where there is exposure to hazardous conditions.

12.2 The **COUNTY** shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective measures. A Material Safety Data Sheet (MSDS) shall be provided by the **COUNTY** to the **DISTRICT** on each chemical product used.

12.3 The **COUNTY** shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or **DISTRICT** safety and health standards.

12.4 It is the **COUNTY's** sole duty to provide safe and healthful working conditions to its employees and those of the **DISTRICT** on and about the site of **AGREEMENT** performance.

12.5 The **COUNTY** shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

12.6 The **COUNTY** shall erect and maintain, as required by existing conditions and performance of the **AGREEMENT**, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

12.7 The **COUNTY** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

12.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

12.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the **COUNTY**, or the **COUNTY's** subcontractors; and

12.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

12.8 The **COUNTY** shall provide first aid services and medical care to its employees.

12.9 The **COUNTY** shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the **AGREEMENT**.

12.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the **COUNTY** shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

12.11 *Environmental:* When the **COUNTY**, **COUNTY's** contractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the **COUNTY** shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the **AGREEMENT**. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the **COUNTY's** sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the **DISTRICT** requirements.



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12.12 The **DISTRICT** may order the **COUNTY** to halt operations under the **AGREEMENT**, at the **COUNTY's** expense, if a condition of immediate danger to the public and/or **DISTRICT** employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the **COUNTY** to the **DISTRICT**; and the **COUNTY** shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

EXHIBIT "C"
STATEMENT OF WORK

***Preliminary Design, Final Design, Bidding, Permitting, And Special Services
Lake Region Water Treatment Plant***

Introduction and Background: The Palm Beach County Water Utilities Department (PBCWUD) will design and construct a new water treatment plant to provide potable water on a wholesale basis to communities located on the south and southeastern shore areas of Lake Okeechobee, hereafter referenced as the Lake Region area. The proposed LRWTP will utilize low pressure reverse osmosis technology to treat source water pumped from the Upper Floridan aquifer (UFA). Camp Dresser & McKee, Inc. (CDM) has been contracted by the County to perform the engineering services described herein.

The total cost of the project is \$34.4 million. The project will be managed and funded by the County. Additional funding will be provided by the District. The District funds will be disbursed in three installments of \$1.5 million each for FY-2004, FY-2005, and FY-2006. The FY-2005 and 2006 funding will be subject to Governing Board approval.

The purpose of the Lake Region Water Treatment Plant is to remove the communities of Belle Glade, Pahokee and South Bay from dependence on Lake Okeechobee as the source of public water supply. The plant will utilize the Floridan Aquifer as the alternative source of water supply. Water from the aquifer will be treated to potable drinking-water standards using reverse osmosis.

The Floridan aquifer will also provide a drought-proof source of public water supply to the region's population of 25,000. Lake Okeechobee is a less reliable source of water for the communities around the lake than the Floridan Aquifer. This was clearly demonstrated during the drought of 2000-2001 when the lake dropped to extremely low levels and surface water intakes were exposed or in danger of being exposed as the water level continued to drop. The District undertook emergency measures to lower the intakes or relocate them in order to provide assurances that the lake communities would continue to have potable water.

The Lake cities are facing other challenges regarding the current and future public water supply. These challenges include operating outmoded treatment plants, dealing with a rapidly changing regulatory environment and funding considerations. All three cities in the region have previously been issued Consent Orders by the Palm Beach County Health Department to address immediate deficiencies at their plants. Furthermore, all three plants need renovation to bring them up to current industry standards. Future changes in drinking water regulations will likely make all three plants obsolete.

This project is justified because it will provide the largely minority communities of the Lake Region with safe, reliable and quality water that meets current potable drinking water standards. Moreover, using the Floridan Aquifer as the source of water supply will preclude the use of Lake Okeechobee water, thus making it available for Everglades ecosystem restoration.

The County and the District have previously been engaged in a cooperative effort to fund the engineering services that included an analysis of alternative water treatment methods and technologies, a financial analysis of capital and operating costs, potential impacts on rate structures, assistance with grant and low-interest loan applications, and intergovernmental coordination with the Lake Region communities. This project represents a continuation of this cooperative effort.

Objective: The engineering services described in this Statement of Work are related to the preliminary design, final design, bidding, permitting, and special services for the construction of the Lake Region Water Treatment Plant (LRWTP). The purpose of this project is to design and construct a new 10.0 million gallon per day (mgd) finished water capacity low pressure reverse osmosis (LPRO) regional water treatment plant, as well as associated raw water, finished water, and concentrate water transmission mains, to provide potable water on a wholesale basis to the City of Belle Glade (Belle Glade), the City of Pahokee (Pahokee), and the City of South Bay (South Bay). This work will be completed as a cooperative effort by Palm Beach County (hereinafter referred to as "County") and South Florida Water Management District (hereinafter referred to as "District").

Scope of Work: The scope of services for future work funded in FY-2005 and FY-2006 will be determined later by the County following the completion of the engineering services described herein. This contract will be amended to include construction costs accordingly as soon as the future work has been properly defined. *

Work Breakdown Structure: The County shall perform the work in accordance with Attachment "A" attached hereto as a part of this Statement of Work.

Summary Schedule of Tasks and Deliverables: The County shall submit to the District all the deliverables in accordance with Exhibit "D" attached hereto as a part of this Statement of Work.

ATTACHMENT "A"

SCOPE OF SERVICES

LAKE REGION WATER TREATMENT PLANT (LRWTP) ENGINEERING SERVICES PRELIMINARY DESIGN, FINAL DESIGN, BIDDING, PERMITTING, AND SPECIAL SERVICES

AUTHORIZATION NO. 8
WUD 03-169

Camp Dresser & McKee Inc. (hereinafter referenced as ENGINEER) shall perform the following described engineering services related to the preliminary design, final design, bidding, permitting, and special services for the design of the Palm Beach County (COUNTY) Lake Region Water Treatment Plant (LRWTP). In general this authorization is intended to design a new 10.0 million gallon per day (mgd) finished water capacity low pressure reverse osmosis (LPRO) regional water treatment plant, as well as associated raw water, finished water, and concentrate water transmission mains, to provide potable water on a wholesale basis to the City of Belle Glade (Belle Glade), the City of Pahokee (Pahokee), and the City of South Bay (South Bay). The general basis of this design is the "Preliminary Engineering Report for the Lake Region Water Treatment Plant", hereafter referenced as the "PER", produced by CDM, dated April 2003, and as modified for a new finished water production capacity as described below. Design services related to the various components of the concentrate disposal system (concentrate storage tank, transmission main, and other appurtenances) as described in the PER are included in this Scope of Services. For the purposes of this Scope of Services, and the COUNTY-requested 10.0 mgd finished water capacity, the following flows or capacities are assumed; (1) membrane permeate treatment capacity of 9.25 mgd, (2) a pretreated raw water blending flow of 0.75 mgd, (3) firm raw water production capacity of 12.31 mgd, and (4) a concentrate flow rate of 2.31 mgd with all values based on a maximum day basis using the design assumptions in the PER.

The tasks and subtasks contained herein further detail the general services described in Exhibit A "SCOPE OF SERVICES" of the Palm Beach County Continuing Engineering Contract. The intent of this Authorization is for the ENGINEER to provide to the COUNTY two (2) complete and final sets of Contract Documents (LRWTP, Contract A, and Pipeline Improvements, Contract B) suitable for public procurement for construction of the herein-described facilities.

The new LRWTP will be located on land to be acquired by the COUNTY within or adjacent to the City of Belle Glade. The Upper Floridan aquifer brackish water source will be treated using the LPRO process. This process would result in a membrane permeate water with low hardness, low alkalinity and moderate chloride concentrations.

To provide a more stable finished water and reduce post-treatment chemical needs, a certain amount of pretreated raw water will be combined with the permeate water to form the finished water. As discussed in the PER, the preliminary estimate for the pretreated raw water to permeate water blend ratio has been assumed at 0.075:0.925. As such, the actual membrane permeate production capacity would be 9.25 mgd for a 10.0-mgd finished water capacity facility. The pretreated raw water blend flow would be 0.75 mgd. Overall, the required maximum day raw water demand would be 12.31 mgd (firm capacity) based upon a permeate water recovery rate of 80 percent.

It is anticipated that four membrane skids would be used for the 10.0-mgd facility, each with a permeate production capacity of 2.31 mgd. Pretreatment processes for the membrane feed water would include pH adjustment for calcium carbonate scaling control, scale inhibitor addition for mineral scaling control, and 5-micron cartridge filtration. Pretreatment processes for the raw water to be used for blending would include pH adjustment and cartridge filtration. Post-treatment processes would include degasification for carbon dioxide and hydrogen sulfide reduction, chlorine addition for primary disinfection, ammonia addition for distribution system chloramine residual (secondary disinfection), carbon dioxide addition to increase carbonate alkalinity upon pH adjustment, pH adjustment with caustic soda, and, possibly, corrosion inhibitor addition. The finished water would be transferred from the degasifier clearwell to an on-site 5.0 million gallon (MG) ground storage tank (GST).

A high service pump (HSP) station will provide pressure for transmission to the various utilities. A 12-inch diameter transmission main would carry up to 1.5 mgd of finished water from the LRWTP to the South Bay Water Treatment Plant (SBWTP). The SBWTP, owned and operated by South Bay, is located in the northwest section of the city near North U.S. 27, adjacent to the Okeechobee Rim Canal and the South Bay Recreational Vehicle Campground. The flow would be delivered to the on-site storage tank where South Bay would subsequently distribute finished water using the existing HSPs at the SBWTP.

The Belle Glade Water Treatment Plant (BGWTP), owned and operated by Belle Glade, is located in the central section of the city, off West Canal Street, adjacent to a Florida East Coast (FEC) Railroad line and the Hillsboro Canal. Up to 7.0 mgd of finished water from the LRWTP would be delivered via a 20-inch diameter transmission main to the two (2) existing on-site storage tanks, where Belle Glade would subsequently distribute finished water using the existing HSP at the BGWTP.

The Pahokee Water Treatment Plant (PWTP), owned and operated by Pahokee, is located in the north central section of the city off North Lake Avenue, adjacent to Lake Okeechobee and Pahokee State Park. Up to 1.5 mgd of finished water flow would be delivered via a 12-inch diameter transmission main from the LRWTP to the PWTP storage tank where Pahokee would subsequently distribute finished water using the existing HSPs at the PWTP.

Several Special Study tasks are required to perform the required design services and subsequently apply for the required permits. A transmission routing study would be performed under this Authorization to establish the preferred routing of the aforementioned raw water, concentrate, and finished water transmission mains. Bench-scale and pilot plant-scale testing to determine membrane performance and desired design criteria would also be performed under this Authorization. Taste and odor testing will be performed using various raw Upper Floridan aquifer water and membrane permeate blend ratios to determine appropriate blend ratios.

The primary intent of this effort is to provide Contract Documents suitable for obtaining construction bids for the LRWTP (Contract A) and the raw water, finished water, and concentrate water pipeline improvements (Contract B). The required hydrogeological and design services for necessary production wells, well pumps, wellhead features, on-well site raw water piping, and associated equipment and structures will be provided under a separate authorization with construction of said improvements under a separate project. Specifically, the improvements for which contract drawings and specifications will be provided in this current effort include, but are not limited to:

Raw Water Supply System

- Flow meter with indicator/transmitter to allow flow measurement up to 13.0 mgd.
- Raw water bypass piping to provide for up to 0.75 mgd of acidified, five micron cartridge filtered raw water for blending with membrane permeate.
- Design of approximately 2,500 linear feet (l.f.) of 12-inch diameter raw water transmission main, approximately 2,000 l.f. of 16-inch diameter raw water transmission main, approximately 2,000 l.f. of 20-inch diameter raw water transmission main, and approximately 1,000 l.f. of 24-inch diameter raw water transmission main including control, monitoring, and surge protection.

Pretreatment System

- Installation of four (4) horizontal cartridge filter housings to provide 5-micron cartridge filtration to reduce the silt density index of the pretreated raw water to a value of 3.0 or less.
- pH adjustment using sulfuric acid for control of calcium carbonate scaling.
- Scale inhibition addition for control of mineral scaling.

LPRO Membrane System

- Installation of five (5), LPRO membrane feed pumps (four active, one standby).
- Installation of four (4), 2.31 mgd permeate capacity LPRO membrane skids with skid-related instrumentation, monitoring, and controls.
- Installation of feedwater, permeate, and concentrate water piping, valves, and appurtenances.
- Membrane cleaning system to include chemical solution tanks, cartridge filter housing, recirculation pump, cleaning solution feed and return piping, valves, appurtenances, instrumentation, and controls.
- Permeate flush system.

Membrane Process and Administration Building

- Membrane Process and Administration Building to house the cartridge filter housings, membrane feed pumps, LPRO membrane skids, cleaning system, permeate flush water pump, pre-treatment chemical feed rooms, electrical equipment, control room, emergency generator room, maintenance areas, locker rooms/bathrooms, administrative areas, and storage area. Major piping will be below grade.

Pretreatment Chemical Storage Area

- Contained bulk chemical storage for sulfuric acid and scale inhibitor solution complete with fill stations and emergency eyewash/shower facilities.

Degasification (Post-Treatment) Complex

- One clearwell with sodium hypochlorite, ammonia, caustic soda, carbon dioxide, and, possibly, corrosion inhibitor feed injection/feed points.
- Installation of two (2), 12-feet diameter degasification towers with four (4), 9,300 cubic feet per minute (cfm) blowers (three active/one standby)
- Two (2), 14,000 cfm capacity odor control scrubbers with chemical scrubbing solution feed and recirculation system.
- Transfer pump station to include three (3), 3,500 gpm capacity transfer pumps (two active, one standby).

Post-Treatment Building

- Post-Treatment Building to include electrical room, bulk sodium hypochlorite solution feed room, caustic soda feed room, carbon dioxide solution feed room, anhydrous ammonia storage and feed room, and ammonia gas scrubber system.

Post-Treatment Chemical Storage Area

- Contained bulk chemical storage for sodium hypochlorite solution, caustic soda, and, possibly, corrosion inhibitor solution complete with fill stations and emergency eyewash/shower facilities.

Acid System

- Provide bulk storage tanks for a 30-day supply capacity.
- Provide flow and pH-paced sulfuric acid metering pumps.

Scale Inhibitor System

- Provide bulk storage tanks for a 30 day supply capacity.
- Provide flow-paced scale inhibitor metering pumps.

Caustic Soda System

- Provide bulk storage tanks for a 30-day supply capacity.
- Provide flow and pH-paced caustic soda metering pumps.

1. Carbon Dioxide System

25-ton carbon dioxide refrigerated storage tank

Carbon dioxide solution make-up and feed system

Sodium Hypochlorite System

- Provide sodium hypochlorite bulk storage of 10% to 15% sodium hypochlorite solution for a 15-day supply capacity.
- Provide flow and chlorine residual-paced sodium hypochlorite metering pumps.

Ammonia System

- Provide an anhydrous ammonia system including storage tank and ammoniators within the new Post-Treatment Building. Include leak detention and scrubber system to rooms containing ammonia equipment.

High Service Pump Station

- Design station to provide finished water to: (1) South Bay; (2) Pahokee; and (3) Belle Glade.

Electrical System

- Provide FPL transformer vault, sized for a 10.0 mgd finished water capacity plant.
- Provide emergency generator, sized to maximize power capacity to meet State of Florida reliability/redundancy requirements, to be located in a generator room in the Membrane Process and Administrative Building.

Instrumentation and Control System

- Design a control system with additional Input/Output cards and software to control and monitor functions for all equipment including raw water supply and finished water transmission systems.
- Add software to provide fully automated ("hands-off") operation over 0-100 percent production rates for entire plant based on system demand. Fully manual operation will also be provided.
- Remote off-site monitoring of the individual participating entities Ground Storage Tank (GST) levels through the County Scada System.

Finished Water Supply System

- 5-million gallon (MG) ground storage tank.
- Design of approximately 40,000 l.f. of 12-inch diameter finished water transmission main including control, monitoring, and surge protection to provide finished water from LRWTP to the SBWTP.
- Design of approximately 42,000 l.f. of 12-inch diameter finished water transmission main including control, monitoring, and surge protection to provide finished water from the LRWTP to the PWTP.
- Design of approximately 17,000 l.f. of 20-inch diameter finished water transmission main to provide finished water from the LRWTP to the BGWTP.

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- Evaluate the individual participating entities peak High Service Pumping (HSP) capacity and the Ground Storage Tanks (GST) capacity and their ability to meet peak hourly flow and fire flow demand. This evaluation does not include hydraulic modeling of the their finished water distribution system
- Design of one (1) remote GST and HSP system upgrade/modification at one Entity.

Concentrate Disposal System

- Design of a 5.0 MG storage tank for concentrate disposal, if required.
- Design of approximately 23,000 l.f. of 12-inch diameter concentrate transmission main, including control, monitoring, and surge protection to deliver concentrate from the LRWTP site to the Belle Glade Wastewater Treatment Plant site, if required.

TASK 1.0 PRELIMINARY DESIGN (CONTRACTS A AND B)

This task provides for the evaluation of existing water quality and plant operations data; conducting a Design Preferences Workshop with the COUNTY; performing topographic survey; performing geotechnical services; establishing necessary LPRO membrane process design criteria; performing a study to establish pretreated raw water by-pass and blend criteria for up to 7.5% Upper Floridan aquifer water; establishing preliminary mechanical, electrical, instrumentation, structural, civil, and architectural criteria; identification of specific permitting requirements including site plan approval; preparation of a preliminary design level opinion of probable cost; preparation and submittal of a preliminary design report (PDR); conducting a PDR review meeting; preparation and submittal of a final PDR; and coordination with COUNTY's staff and/or outside consultants for raw water supply and concentrate disposal issues.

Specific products of this task include a Geotechnical (Soils) Report, Topographic Survey, Design

Preferences Workshop Letter Report, Preliminary Site Plan Approval, and a Preliminary Design Report (PDR).

Task 1.1 Design Preferences Workshop

Task 1.1.1 Design Preferences Workshop (Contract A)

The ENGINEER will prepare and conduct a Design Preferences Workshop with COUNTY staff to obtain equipment and facility preferences including architectural and site aesthetics issues. The primary goal of the Workshop is to minimize facility design alternatives analysis and expedite the PDR preparation schedule. The ENGINEER's staff to attend will include Client Officer, Project Manager, Lead Project Engineer, and the design leaders for the architectural, civil, landscaping, structural, electrical, HVAC/plumbing and instrumentation disciplines.

Task 1.1.2 Design Preferences Workshop (Contract B)

The ENGINEER will prepare and conduct a Design Preferences Workshop with COUNTY staff to obtain design preferences for piping material, valves, and appurtenances. The primary goal is to minimize design alternatives and expedite the PDR preparation schedule. Staff attendance will be Client Officer, Project Manager, and Lead Project Engineer.

Task 1.2 Geotechnical Investigations

Task 1.2.1 Geotechnical Investigations (Contract A)

The ENGINEER will provide the following services related to geotechnical (soil) investigations through a subcontractor:

1. Review any previous geotechnical investigations, provided by the COUNTY, at the LRWTP site. Perform additional subsurface explorations at the LRWTP site necessary for the development of design criteria for the anticipated new structures. A maximum of twenty (20) borings at depths ranging from 10 to 75 feet have been assumed.
2. Perform standard penetration tests and split-spoon sampling within the borings at regular intervals.
3. Perform classification tests on selected samplings obtained from the borings.
4. Visually classify soil samples in general accordance with the United Soil Classification System and prepare Test Boring Records.
5. Summarize the results of the geotechnical investigations and provide recommendations for surface preparation and design of the proposed structures.
6. Review site and foundation preparation specifications and revise as appropriate for site-specific requirements.

Task 1.2.2 Geotechnical Investigations (Contract B)

The ENGINEER will provide the following services related to geotechnical (soil) investigations through a subcontractor:

1. Review any previous geotechnical investigations, provided by the COUNTY, along the intended raw water, finished water, and concentrate water pipeline routes.

2. Perform additional necessary subsurface explorations along the proposed raw water, concentrate, and finished water piping routes with a boring (assumed depth 15 ft per boring) to be performed every 500 linear feet along the routes.
3. Perform standard penetration tests and split-spoon sampling within the borings at regular intervals.
4. Perform classification tests on selected samplings obtained from the borings.
5. Visually classify soil samples in general accordance with the United Soil Classification System and prepare Test Boring Records.
6. Summarize the results of the geotechnical investigations and provide recommendations for surface preparation and design of the proposed pipelines.
7. Review pipeline excavation, fill, and preparation specifications and revise as appropriate for site-specific requirements.

Task 1.3 Topographic Surveys

Task 1.3.1 Topographic Surveys (Contract A)

The ENGINEER will provide the following services related to topographic survey through a subcontractor:

1. Review previous topographic and boundary mapping, provided by the COUNTY, of the LRWTP site and recommend additional necessary surveying.
2. Determine locations and elevations of existing structures, roadways, visible utilities and storm drains, adjacent property lines, and horizontal and vertical control for construction.
3. Determine locations of underground utilities that could interfere with construction of the new facilities.
4. Convert survey information to digital format for use on AutoCAD, Release 14.

Task 1.3.2 Topographic Surveys (Contract B)

The ENGINEER will provide the following services related to topographic survey through a subcontractor:

1. Review previous topographic and boundary mapping, provided by the COUNTY, of the intended raw water, concentrate, and finished water pipeline routes as well as recommend and perform additional necessary surveying.
2. Determine locations and elevations of existing structures, roadways, stormwater canals, utilities, drainage (storm) facilities, property boundaries, and horizontal/vertical controls for pipeline construction.
3. Determine locations of underground utilities, including irrigation facilities that could interfere with construction of the new transmission mains.
4. Convert survey information to digital format for use on AutoCAD, Release 14.
5. Provide up to ten (10) legal descriptions of segments of the proposed pipeline routings, including raw water, concentrate, and finished water pipelines, for use by the COUNTY in easement acquisition efforts.

Task 1.4 Preliminary Site Plan Approval (Contract A)

The ENGINEER will prepare and submit a Preliminary Site Plan report including 24" x 36" drawings and sketches addressing community development issues such as setbacks, landscaping, noise abatement, odor control, construction activities restrictions, stormwater control, and other issues pertaining to the planning and zoning process. The ENGINEER will utilize any previous development orders for the site in conjunction with existing planning and zoning ordinances as well as discussions with CITY and/or COUNTY planning and zoning officials as the basis for the Preliminary Site Plan. The term "CITY" refers to any municipality in the Lake Region (Belle Glade, Pahokee, and/or South Bay) in which components of either contract would be constructed. The ENGINEER will submit draft plan to the appropriate CITY and/or COUNTY agencies, receive comments, and modify site plan as necessary.

Task 1.5 Preliminary Design Report (Contracts A and B)

The ENGINEER will provide the following services related to the preparation of a Preliminary Design Report:

1. Prepare a preliminary hydraulic profile to determine necessary piping sizes and raw water supply/concentrate water disposal pipeline pressures.
2. Prepare process design criteria based on actual raw water quality, computer software process projections, and dialogue with membrane element manufacturers.
3. Establish floor plan, finished floor elevations, and space requirements for the Membrane Process and Administration Building, Pretreatment Chemical Storage Area, Degasification (Post-Treatment) Complex; Post-Treatment Building, Post-Treatment Chemical Storage Area, and other required facilities.
4. Prepare a preliminary layout of equipment and structures for each individual building.
5. Prepare preliminary architectural plans and elevation drawings to show building/structures style and interior/exterior materials.
6. Prepare a preliminary site layout showing approximate building location, landscaping, grading, drainage (stormwater control), roadways, and demolition areas.
7. Coordinate raw water supply, finished water, and concentrate water pipelines, and electrical and control wiring locations with COUNTY's staff. Prepare yard-piping layout including chemical line trench locations.
8. Based upon the geotechnical report, develop design criteria for building foundations, select the structural system, and determine appropriate design codes and structural load.
9. Develop a preliminary process instrumentation and control diagram (P&ID) with schematic to show recommended control and monitoring system configuration and single line electrical diagrams.
10. Develop a preliminary schedule for new facility design, new facility construction, and existing facility demolition. Identify potential construction sequencing issues.
11. Develop preliminary opinion of probable capital construction cost.
12. Identify necessary permits and anticipated permit conditions.
13. Develop implementation schedule identifying major tasks milestone dates.
14. Prepare and submit draft PDR (10 copies) to COUNTY for review and proceed with the preliminary site plan approval process.
15. Conduct one meeting with COUNTY staff to review comments on the draft report.
16. Prepare and submit final PDR (10 copies) to COUNTY incorporating written comments from COUNTY and Preliminary Site Plan approval comments as described in Task 1.4.
17. Submit copies of the final PDR to the Palm Beach County Health Department.

TASK 2.0 PREPARATION OF CONTRACT DOCUMENTS

This task provides for the preparation of drawings and specifications; conducting formal reviews of the contract documents at certain completion levels, and developing an opinion of probable construction cost. Specific work products will include three draft contract document sets during three different levels of completion.

Task 2.1 Preparation of Contract Documents

Task 2.1.1 Preparation of Contract Documents (Contract A)

The ENGINEER will prepare final construction drawings and specifications suitable for inviting construction bids for this project. The technical specifications will utilize CSI's sixteen divisions, three-part format. The design shall be complete including (as applicable to the project) site improvements, landscaping, irrigation, building, appurtenances, process and ancillary equipment, accessories, wiring, piping, foundations, substructures, electrical controls, instrumentation, metering, and all mechanical facilities. The design shall also include detailed drawings, specifications, tables, charts, schedules, and other documentation as may be necessary for the project. A preliminary list of drawings assumed for this Scope of Services is attached as Table A-1. The list of drawings may change as the design occurs and the final list will include necessary drawings required to construct a complete water treatment plant facility. COUNTY shall not pay ENGINEER additional money for those additional drawings necessary to provide a complete and final design unless substantial deviations occur in design capacity and design intent as described in the PER, dated April 2003 and as described herein. Front-End (Division 0) Contract Documents shall be prepared by COUNTY for use by ENGINEER.

Task 2.1.2 Preparation of Contract Documents (Contract B)

The ENGINEER will prepare final construction drawings and specifications suitable for inviting construction bids for this project. The technical specifications will utilize CSI's sixteen divisions, three-part format. The design shall be complete including (as applicable to the project) site improvements, appurtenances, process and ancillary equipment, accessories, wiring, piping, electrical controls, instrumentation, metering, and all mechanical facilities. The design shall also include detailed drawings, specifications, tables, charts, schedules, and other documentation as may be necessary for the project. A preliminary list of drawings assumed for this Scope of Services is attached as Table A-2. The list of drawings may change as the design occurs and the final list will include necessary drawings required to construct a complete raw water, concentrate water, and finished water transmission system. COUNTY shall not pay ENGINEER additional money for those additional drawings necessary to provide a complete and final design unless substantial deviations occur in design capacity and design intent, as described in the PER, dated April 2003 and as described herein. Front-End (Division 0) Contract Documents shall be prepared by COUNTY for use by ENGINEER.

Task 2.2 Telemetry and Information Management System (Contracts A and B)

The ENGINEER will coordinate with the COUNTY, and any outside consultants contracted by the COUNTY, to review drawings and specifications prepared by the ENGINEER for the plant instrumentation/control system, the local area network/wide area network telemetry and information management system, and the raw water, concentrate water, and finished water transmission main systems.

Such coordination will include up to four (4) days of meeting attendance with the COUNTY and/or the outside consultant to review required changes and additions to the overall Instrumentation and Control System.

Task 2.3 Fire Alarm, Communications, and Security System (Contract A)

A comprehensive plant-wide fire alarm, communications and security system shall be incorporated in the final design. Said systems shall be designed utilizing the standard protocol utilized by the COUNTY's Water Utilities Department.

Task 2.4 Membrane Elements (Contract A)

The ENGINEER will review and provide comments on specifications prepared by the COUNTY for the pre-purchase of LPRO membrane elements to be provided to the construction contractor for installation as COUNTY-furnished materials.

Task 2.5 Periodic Review of Work Progress (Contracts A and B)

At approximately the 30%, 60%, and 90% completion levels of the contract documents, the ENGINEER will submit five sets of progress drafts of the contract documents to COUNTY staff for review; schedule and conduct a review meeting with the COUNTY staff; and address appropriate COUNTY review comments.

Task 2.6 Final Contract Document Submittal (Contracts A and B)

ENGINEER will submit ten (10) sets of final contract documents to the COUNTY staff one-week prior to the initial bid advertisement for each Contract.

ENGINEER shall provide COUNTY an electronic copy of the AutoCAD disk used by ENGINEER to develop the final Contract Documents. The hard copy of the Contract Documents containing the ENGINEER's professional engineering stamp shall take precedence over the AutoCAD disk.

Task 2.7 Probable Construction Cost (Contracts A and B)

The ENGINEER will prepare an opinion of the probable construction cost at the 60% and 90% completion levels for each Contract. The final estimate of probable construction cost shall be delivered to the COUNTY staff prior to the openings for bids for each Contract.

Task 2.8 Value Engineering and Constructability Review (Contracts A and B)

The ENGINEER will coordinate with the outside consultant contracted by the COUNTY to perform value engineering of the 30% and 60% complete design documents and constructability analysis of the 90% complete design documents for each Contract. Such coordination will include up to five (5) days of meeting attendance for each of the three reviews with the COUNTY to review and consider potential value engineering/ constructability recommendations. Those value engineering/constructability recommendations accepted by COUNTY shall be incorporated in the final Contract Documents by the ENGINEER at no additional cost for reasonable changes.

TASK 3.0 SERVICES DURING BIDDING (CONTRACTS A AND B)

This task provides for services during bidding and includes, the distribution of Contract Documents to interested parties, conducting pre-bid meetings, preparation of addenda, bid evaluation, recommendation for award, and preparation of contract documents for execution by the COUNTY and the selected construction Contractors for each Contract.

Task 3.1 Membrane Elements Procurement

The ENGINEER will provide the following services during bidding:

1. Attend the Membrane Elements Procurement Pre-bid Meeting.
2. Assist the COUNTY with preparing written responses to questions posed by prospective Membrane Elements Procurement Bidders.
3. Assist the COUNTY with the preparation of required addenda to the Membrane Elements Procurement Contract Documents and Specifications.
4. Evaluate received bids and provide a Recommendation of Award to the lowest responsive Membrane Elements Procurement Bidder.

Task 3.2 Water Plant and Raw Water/Finished Water/Concentrate Pipeline Improvements (Contracts A and B)

The ENGINEER will provide the following services during bidding:

1. Conduct with the COUNTY a pre-bid SBE Workshop to present subcontractor opportunities with the Contracts to the SBE community.
2. Distribute non-refundable contract documents at a maximum cost of \$350.00 per set (Contract A) and \$200.00 per set (Contract B) to all Contractors or other buyers who respond appropriately to the Advertisement for Bids for each Contract. Distribute up to ten (10) complimentary sets of the Contract Documents for each Contract as directed by the COUNTY.
3. Maintain a detailed record of all parties receiving copies of the Contract Documents for each Contract.
4. Answer questions posed by prospective bidders according to the guidelines established in the Contract Documents for each Contract.
5. Attend the pre-bid meeting and pre-bid site visit for each Contract.
6. Prepare and distribute required addenda to plans, specifications, and Contract Documents prior to receipt of bids for each Contract.

7. Attend the bid opening for each Contract.
8. Analyze the bids received and prepare a certified bid tabulation for each Contract for submission to the COUNTY.
9. For the apparent low bidder for each Contract, obtain and evaluate information and qualifications submittals required by the Contract Documents (re: subcontractors, bidder's certification and license, experience and financial statements, preliminary progress schedule, schedule of values, etc.).
10. Recommend the award of contract to the lowest responsive responsible bidder for each Contract.
11. Prepare five (5) sets of contract documents for execution by the COUNTY and the selected Contractor for each Contract. This task includes preparation of "conformed" plans, specifications, and contract documents incorporating all addenda.

TASK 4.0 PERMITTING

Task 4.1 Permitting Services (Contracts A and B)

The ENGINEER will prepare applications for permits as may be required and related to these Contracts. Permit-related work shall include furnishing required data, drawings, and other information requested and assisting the COUNTY in obtaining required permit approvals. The ENGINEER will submit permit applications to the COUNTY for review and meet with the COUNTY and COUNTY's outside consultant, if applicable, as required to discuss the COUNTY's review comments. The ENGINEER will revise the applications as required and submit to appropriate regulatory agencies for review and approval. The permits to be obtained could include the following permits:

Florida Department of Environmental Protection (FDEP) will require separate permits to construct the water plant and the pipeline improvements. The FDEP permitting review will be undertaken by Palm Beach County Health Department (PBCHD), which has been delegated this responsibility.

The South Florida Water Management District (SFWMD), the COUNTY Engineering Department, and the Lake Worth Drainage District will require an Environmental Resource Permit (ERP) for modifications to the existing stormwater drainage system at the LRWTP site.

The U.S. Environmental Protection Agency (USEPA) will likely require a NPDES Stormwater Construction Notice of Intent application and preparation of a Stormwater Pollution Prevention Plan. These plans are required to be submitted by the construction contractor. ENGINEER will provide any drawings and specifications needed for the submittal.

The Palm Beach County Department of Environmental Resources Management (DERM) will require permits for the storage of the water treatment plant chemicals (i.e., sulfuric acid, sodium hydroxide, etc.). Permit requirements will be dependent upon the wellfield zone classification.

The U.S. Environmental Protection Agency (EPA) will likely require an accidental release prevention program (ARPP) for the storage of certain chemical substances such as sulfuric acid (associated with membrane treatment).

The building permit process will probably require project approval during the design phase from various CITY and/or COUNTY entities before the COUNTY will apply for a building permit. A set of drawings and specifications will be submitted to the COUNTY for preliminary review at the 90% complete point. The required number of signed and sealed sets of drawings will be submitted to the appropriate CITY and/or COUNTY building department at the start of the bidding process to begin the building permit process.

FDOT, CITY and/or COUNTY Right-of-Way permits will be required to construct the pipeline improvements with the proposed road right-of-way.

Preliminary conversations with the FDEP and DERM indicated that a Point Source Air Pollution Control permit will not be required for the Degasifier/Scrubbing System.

TASK 5.0 SPECIAL SERVICES DURING DESIGN

Task 5.1 Membrane Pilot Plant Testing

Task 5.1.1 – Membrane Pilot Plant Setup Support Services

COUNTY will furnish, transport and unload the membrane pilot plant unit. COUNTY will setup the unit with assistance from ENGINEER. ENGINEER will provide the following services relating to identification of ancillary services required for membrane pilot plant setup:

Identify necessary access routes and setup (support pad) requirements. Necessary access routes and support pads, if any, to be provided by COUNTY.

Identify necessary raw water stream from the Test Well. Determine necessary flow, piping diameter, piping type, and piping termination details (fitting type, size and location). COUNTY to install necessary lines and fittings with guidance from ENGINEER.

Identify necessary permeate and concentrate as well as identify necessary re-pumping to the disposal point. It is possible that permeate can be disposed using a local surface water canal without re-pumping. Determine necessary flow, piping diameter, piping type, and piping termination details (fitting type, size and location) as well as necessary break tanks and pumps. COUNTY to install necessary piping, fittings, tanks and pumps with guidance from ENGINEER.

Identify necessary power requirements and termination point details. COUNTY to install necessary electrical connections and power cable to point of connection.

Identify necessary security features for membrane pilot plant and housing including fencing, lighting, and access procedures. COUNTY to install necessary security features.

Task 5.1.2 – Initial Well Water Quality Monitoring Program and Reporting

ENGINEER will sample, deliver to the COUNTY Laboratory, receive analytical results, and review said data for duplicate raw water samples obtained from the Test Well used in the pilot plant study. Analytical analyses will be performed by COUNTY or an outside analytical laboratory contracted by COUNTY unless otherwise noted. The list of parameters to be analyzed includes:

Field Temperature ⁽¹⁾	Iron	Total Organic Carbon
Field Conductivity ⁽¹⁾	Manganese	Dissolved Organic Carbon
Field pH ⁽¹⁾	Barium	Color
Field ORP ⁽¹⁾	Strontium	Silica
Calcium	Carbonate	Nitrate/Nitrite
Magnesium	Bicarbonate	Bromide
Sodium	Chloride	Ammonium Ion
Potassium	Sulfate	Total Hardness
Total Dissolved Solids	Total Alkalinity	Fecal/Total Coliforms

Note. 1. Analyses to be performed by ENGINEER using instruments provided by COUNTY.

ENGINEER will provide an initial letter report that describes the obtained data and any implications to the planned pilot testing including results of membrane performance software runs.

Task 5.1.3 - Membrane Testing Protocol

ENGINEER will provide the following services related to the preparation of a Membrane Pilot Plant Testing Protocol:

- A. Prepare a draft Membrane Testing Protocol that provides a complete understanding of the testing objectives, procedures, membrane pilot plant design criteria, required water quality and performance sampling, sample locations and frequencies, evaluation criteria and schedule for the membrane pilot plant study. Protocol will include the following components:
- Specific objectives of membrane pilot plant test program including specific performance and operations criteria to be evaluated.
 - Design criteria for individual pilot plant components including necessary pretreatment and post-treatment processes.
 - Necessary modifications or additions to the COUNTY membrane pilot plant including associated pretreatment and post-treatment equipment, or, as necessary, provide an additional pilot plant unit.
 - Operational parameters to be monitored including type, location and frequency.
 - Preliminary laboratory schedule summarizing all analytical requirements (type and estimated dates of sample submission) for the duration of the pilot plant testing period.
 - Water quality parameters to be monitored including type, location, and frequency. Identify any surrogate-type parameters and describe relationship to other parameters.
 - Types and quantities of chemicals, membrane elements, and cartridge filters to be provided by COUNTY including recommended spare supplies and frequency of chemical deliveries.
 - Lists of field instruments to be provided by COUNTY including, but not limited to, thermometer, conductivity probe and meter, pH probe and meter, ORP probe and meter, Silt Density Index apparatus and filters, flow meters, pressure gauges, valve actuators, and other similar equipment to provide necessary operational data.

- Required other services from COUNTY.
 - Required permits, if any, for pilot plant operation.
 - Schedule for membrane pilot plant operation.
- B. Submit ten (10) copies of the draft Membrane Testing Protocol to COUNTY a minimum of two weeks prior to the Membrane Testing Protocol review meeting. Attend and participate in meeting to discuss necessary issues.
- C. Subsequent to receiving review comments from COUNTY concerning the Membrane Testing Protocol document, prepare final Membrane Testing Protocol. Distribute ten (10) copies to COUNTY.

Task 5.1.4 - Membrane-Specific Well Water Quality Examination

ENGINEER will perform the following preliminary testing for the Test Well:

Task 5.1.4.1 - Biological Fouling

To assess potential biological fouling potential ENGINEER will conduct the following experiments/sampling:

- Biological Activity/Reactivity Tests (BART™ a standard Hach Company kit). These field tests will be performed and analyzed by ENGINEER. This test provides a quick and inexpensive indication of bacterial types present in the raw water.
- Water quality sampling for heterotrophic plate count (HPC) with analysis by COUNTY or an outside analytical laboratory contracted by COUNTY.
- Silt Density Index (SDI) testing conditions using well water filtered through a 5-micron cartridge filter.

Task 5.1.4.2 - Particulate and Chemical Foulant Analysis

To assess the severity and type of particulate matter and chemical foulants, ENGINEER will perform the following tests:

- Long-term (> 2 weeks) operation of 5-micron cartridge filters on the raw water.
- Well startup testing to assess initial flushes of well debris material upon well pump start up. Testing will be done using a side-stream flow into a clear plastic barrel for visual observation of settled and floating solids for the well starting after a normal out-of-service period as would be expected in a full-scale operation.
- Set up and operate a single membrane element tester for a period of two to four weeks with only cartridge filtration pretreatment. Membrane will be operated at relatively high recovery rates (> 75 percent) using concentrate water recycle. Depending upon the observed flux decline under constant feed pressure, the element may be sent to a specialty analytical laboratory for a membrane "autopsy" to determine the specific foulants. During the testing period, SDI values will be periodically obtained for both the raw and cartridge-filtered water.

Task 5.1.5 - Short-Term Optimization Studies

The following short-term optimization studies will be performed during the overall planned 8-month pilot plant operational period.

Task 5.1.5.1 - Initial Operation

ENGINEER will operate the pretreatment and membrane pilot plant for 10 days at the initial design and operational criteria as indicated by the desktop studies. Operational data (flow, pressure, conductivity, and calculated operational parameters) will be monitored on a daily basis by ENGINEER. At the end of 10 days of operation, ENGINEER will collect and have feedwater, permeate, and concentrate water samples analyzed for the parameters of interest to membrane operation by COUNTY or an outside laboratory contracted by COUNTY. These data will be compared to the projected data and the project objectives with necessary changes being made to the operational criteria as necessary.

Task 5.1.5.2 - Preliminary Screening of Pretreatment Chemicals

In the event that preliminary testing indicates that operation without pretreatment chemicals will result in scaling and/or fouling, pilot testing will be initiated using both acid and antiscalant. If the unit runs successfully with no indication of excessive fouling, testing will continue, and the acid dosing rate will be reduced in 1-week intervals for four weeks. After completion of this testing, the antiscalant dosing will be discontinued, and the acid dosing rate will be resumed at the initial operating pH and the acid dosing rate will be gradually decreased in one-week intervals for a total of four weeks. This testing is intended to identify the chemical pretreatment requirements. Longer-term testing and dosing rate optimization will be included in the Long-Term Operation Study.

Task 5.1.5.3 - Preliminary Operation at Higher Recovery

It is intended that the pilot plant be configured to evaluate operation at higher recovery. Preliminary high recovery rate testing will be performed in conjunction with the testing for acid and antiscalant.

Task 5.1.5.4 - Establish Blending Ratios

ENGINEER will obtain and blend pretreated raw water with the membrane permeate water at various blend ratios as indicated by current concentrations of parameters of interest. These blended water samples would then be used to:

- Provide confirmatory water-quality analysis to support decision-making in establishment of the design blend ratio.
- Perform jar-based experiments for different disinfection schemes to determine chlorine/chloramines depletion and rates of disinfection by-product (DBP) formation for the regulated DBPs.
- Assess finished water stability and corrosion potential and the need for additional corrosion-control chemicals.

- Perform taste and odor panel testing to determine acceptability of blended waters at different ratios as described in Task 5.2.

COUNTY will provide all necessary analytical services using COUNTY resources or outside contract laboratories. COUNTY will make available utility personnel and consumers, if desired, to participate in the taste and odor panel testing.

Task 5.1.6 - Long-Term Operation Study

Task 5.1.6.1 - Long-Term Operation

ENGINEER, in conjunction with COUNTY, will establish the optimal operational conditions for the pretreatment and membrane systems. The membrane pilot plant will be operated in a continuous as possible fashion for a period of approximately 3,500 to 4,000 hours. The primary purpose of the testing will be to establish performance and fouling rates of membranes to be tested in a side-by-side fashion. ENGINEER or firms subcontracted to ENGINEER will make periodic visits for the purpose of recording operational data and entering said data into an electronic spreadsheet. ENGINEER or firms subcontracted to ENGINEER will make periodic visits to the pilot plant to observe operations of the equipment, troubleshoot minor operational problems, and perform minor repair as necessary. ENGINEER will troubleshoot major problems, arrange with COUNTY for major repairs, review data, recommend operational changes, and perform membrane cleaning as necessary during the long-term testing.

Task 5.1.6.2 - Data Monitoring and Reporting

Performance data from the pilot plant system will be entered into a data reduction spreadsheet provided by ENGINEER. This spreadsheet will incorporate or be augmented by data normalization programs supplied by the membrane manufacturer. On a monthly basis, ENGINEER will provide COUNTY a letter report that contains normalized graphs for each membrane model being tested (anticipated to be up to three membrane models tested simultaneously) of:

- Transmembrane pressure for each stage;
- Salt passage based on conductivity for each stage;
- Water mass transfer coefficient of membranes for each stage;
- Delta pressure for each stage.
- Permeate production rate and recovery rate

The letter report will also contain any obtained water quality data and a summary of any operational changes.

Task 5.1.6.3 - Periodic Water Quality Sampling

ENGINEER will obtain and have raw, feed water, permeate, and concentrate water samples analyzed by COUNTY or an outside laboratory contracted by COUNTY on a monthly basis. The parameters to be analyzed are as described in Task 5.1.2. If requested by COUNTY, sampling will be performed by ENGINEER during the monthly sampling episodes for other possible parameters of interest.

Task 5.1.6.4 – Primary/Secondary Drinking Water Standards (P/SDWS) Sampling

ENGINEER will obtain and have total permeate samples analyzed by COUNTY or an outside laboratory contracted by COUNTY for all P/SDWS parameters for each membrane model tested at the conclusion of the long-term operational period.

Task 5.1.7 - Pilot Plant Study Report and Workshop

ENGINEER will prepare and submit ten (10) copies of a draft report to COUNTY that will present testing procedures, tabulated data, test results, conclusions and recommendations for a LPRO treatment facility. The recommendations will include potential chemical pretreatment and blending scenarios for a membrane treatment facility. ENGINEER will prepare for, attend, and moderate a workshop to discuss the findings and recommendations. ENGINEER will receive comments on the draft report, make appropriate changes, and prepare and submit ten (10) copies of the final report.

Task 5.2 Taste and Odor Testing

The ENGINEER will conduct taste and odor testing using various blended waters using pretreated raw Upper Floridan aquifer and membrane-softened permeate waters. Membrane-softened permeate will be obtained from LRWTP pilot plant. Raw waters will be treated on a bench-scale or pilot-scale level to mimic expected full-scale treatment with aeration and free chlorination at a minimum. Taste and odor testing will be conducted using standard methods and procedures, and will be conducted using COUNTY and ENGINEER staff as evaluators. COUNTY will provide laboratory space and equipment to prepare the various blends.

Prior to the taste and odor tests, ENGINEER will compile water quality data to prepare expected water quality matrices for feasible blending rates. It is the intent of COUNTY that all blend waters do not exceed Secondary Drinking Water Standards. ENGINEER shall also consider other water quality parameters such as hardness, alkalinity, and corrosion potential.

Subsequent to the establishment of acceptable blend ratios, ENGINEER shall direct the short-term chlorination and subsequent chloramination testing for disinfection by-product formation. These data in conjunction with the taste/odor testing and blending water quality evaluation will be used to complete the Final Design of the LRWTP.

Task 5.3 Raw Water, Concentrate, and Finished Water Transmission Main Route Evaluations (Contract B)

Task 5.3.1 – Transmission Main Route Alternative Development

A study and report of alternate routes for the raw water, concentrate, and finished water transmission mains shall be prepared. Consideration shall include, but not be limited to, cost and time constraints, impact to adjacent property owners, pedestrian and vehicular traffic during construction and operational and maintenance limitations and requirements. Methods and cost estimates of construction shall be included, with comparison and analysis of construction methods and alternative pipe material included. The need for easements, traffic control and diversion shall be identified and included in alternate route evaluation.

A summary and recommendation shall be included in the Preliminary Design Report and submitted to COUNTY for review. COUNTY will review and respond to ENGINEER, authorizing design of raw water, concentrate, and finished water transmission main in approved route/corridor.

Task 5.3.2 – Hydraulic Modeling

Develop a hydrologic model for the proposed raw water, concentrate, and finished water pipelines including any model nodes, pipes and control elements. Develop a surge analysis of the raw water, concentrate, and finished water systems and recommend surge control and attenuation facilities as appropriate.

Task 5.3.3 – Other Transmission Main Evaluation Services

Determine requirements for surveying, aerial photogrammetry, geotechnical investigations, and utility location surveys. Identify permanent and temporary easements required for the various pipelines based upon the selected routes. Coordinate with COUNTY on easement acquisition services. Identify any special construction method requirements including, but not limited to, sub-aqueous crossings, jack and bore, and micro-tunneling. Identify any necessary mitigation requirements.

Task 5.4 Evaluation of Existing Finished Water Storage and High Service Pumping Capacity Letter Report (Contract A)

This task provides for a study and report of the existing Finished Water Storage and High Service Pumping Capacity at each of the participating Entities' facilities. The existing available storage and pumping capacity will be evaluated in comparison to the minimum acceptable storage and pumping capacities to meet the Peak Hourly Demand and the Fire Flow Demand as determined by AWWA and the Palm Beach County WUD standards. This evaluation shall not include any hydraulic modeling of the Finished Water Distribution system for each participating Entity. A summary and recommendation of any required storage and pumping improvements shall be included in the Preliminary Design Report, and shall be submitted to the COUNTY for review. The COUNTY will review and respond to the ENGINEER authorizing recommended improvements. This authorization is currently limited to improvements at one participating Entity.

EXHIBIT "D"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

- A summary deliverable schedule for each task associated with this project is set forth below. The schedule is based on a three-year design and construction period.
- All deliverables submitted hereunder are subject to review by the District and County. However, the District shall maintain responsibility and authority for providing all project direction to the County, including final approval of all project deliverables.
- The County hereby agrees to provide the District all deliverables, data and information described in the Statement of Work in both written and mutually agreed upon electronic format. Acceptability of all work will be based on the judgment of the District that the work is technically credible, accurate, precise and timely.
- Due dates for all deliverables are based on dates as specified in the table below. Unless otherwise noted, the District will review and forward, within fifteen (15) working days of receipt, recommended revisions (letter format) to each report for incorporation by the Contractor into the final submission.
- All deliverables shall be submitted to the District project manager. Invoicing will be based on tasks and months completed as stated below.
- Task target completion for FY 2004, 2005, and 2006 (FY ending September 30).

Payment shall be made following receipt and acceptance by the District of project deliverables in accordance with the schedule set forth below. Total payment by the District for all work completed herein shall not exceed the amount of \$4,500,000.00. All payments are subject to District fiscal year appropriations, including \$1,500,000.00 for FY2004, \$1,500,000.00 for FY2005 and \$1,500,000.00 for FY2006. Palm Beach County shall contribute funds and in-kind services for a total of \$10,000,000.00, pending county's legislative approval of FY04, FY05, FY06, and FY07 budgets.

Task No.	Deliverables	Due Date	Payment By District FY 2004	Payment By County FY 2004	Payments By District FY 2005 & 6	Payments By County FY 2005 & 6
1.5	30% Design Report for Contracts A and B	6/30/04	\$653,426	\$0.0		
1.5	30% Value Engineering Report	6/30/04	\$45,000	\$0.0		
1.3	Site Boundary and Topographic Survey	6/30/04	\$17,927.21	\$0.0		
1.2	Geotechnical Services, Monitoring Well Installation and Phase I Environmental Site Assessment	6/30/04	\$17,010	\$0.0	SOW T/B/D	SOW T/B/D
2	60% Contract Documents and Plans for Contracts A and B	9/29/04	<i>Revised 11/16/04</i> \$721,636.79	\$0.0		
2	60% Value Engineering Report	9/29/04	\$45,000	\$0.0		
	Other Services include land acquisition and additional design fees			\$2,500,000		
	Totals:		\$1,500,000	\$2,500,000	\$3,000,000	\$5,000,000

Document No. OT040195			<div>Approval TypeGOVERNING BOARD</div> <div>Document TypeCONTRACT</div> <div>Funding TypeEXPENDITURE</div> <div>Std of CompetitionNONE</div> <div>Type of ServiceCOST SHARE</div>														
Title LAKE REGION WATER TREATMENT PLANT																	
Description DESIGN & CONSTRUCTION OF LAKE REGION WATER TREATMENT PLANT																	
Project Manager Mtundu, Nangantani																	
Contract Specialist Burger, Penelope																	
Proposed GB Date 13-MAY-2004																	
Target Start Date 30-MAY-2004																	
Term 3 Year																	
Funds Committed No Requisition No.																	
<table><tr><td>Amount by Fiscal Year For this Action</td><td>Fiscal Year</td><td>Amount</td></tr><tr><td></td><td>2004</td><td>\$1,500,000</td></tr><tr><td></td><td>2005</td><td>\$1,500,000</td></tr><tr><td></td><td>2006</td><td>\$1,500,000</td></tr><tr><td>Total Est. Amt for this Action</td><td></td><td>\$4,500,000</td></tr></table>			Amount by Fiscal Year For this Action	Fiscal Year	Amount		2004	\$1,500,000		2005	\$1,500,000		2006	\$1,500,000	Total Est. Amt for this Action		\$4,500,000
Amount by Fiscal Year For this Action	Fiscal Year	Amount															
	2004	\$1,500,000															
	2005	\$1,500,000															
	2006	\$1,500,000															
Total Est. Amt for this Action		\$4,500,000															

Contractor Information

Contractor Address			<div>Contact NameGARY DERNLAN</div> <div>Contact EmailGDERNLAN@CO.PALM-BEACH.FL.US</div> <div>Contact Fax561-641-3472</div>
PALM BEACH COUNTY			
BD OF CNTY COMM			
PO BOX 21229			
WEST PALM BEACH FL 33416			
Contact Phone 561-641-3429			

Budget Information

Budgeted for this Project? N/A										
Are funds being reimbursed by a revenue contract or other agreement? No										
Agreement or Contract No.										
Source Description										
Type	Fund	Agency	Org	Approp Unit	Activity	Object	Sub Obj	RCAT	Job No	Amount
TRANSFERED F	204	370	3731	D2	lb43	5801				\$1,500,000
Notes										
TRANSFERED 1	204	430	4350	DH2	Da01	5801				\$1,500,000
Notes										

Minority Business Enterprise Information

MBE Availability:	MBE Proposed Participation	%	Utilization	%
Notes				

Alerts

Alert Name	Target Org	Est Completion	Reviewed By	Date Reviewed
PM SOW READY FOR REVIEW		29-MAR-2004	NKRUL	07-APR-2004
OFFICE OF COUNSEL REVIEW SOW	1410	21-APR-2004	CLINTON	13-APR-2004
BUDGET OFFICE REVIEW SOW	6260	21-APR-2004	MPUENTE	12-APR-2004
MBE REVIEW SOW	6611	21-APR-2004	CBOYER	08-APR-2004
PROCUREMENT REVIEW SOW	6612	21-APR-2004	PBURGER	13-APR-2004
PM FINAL SOW APPROVAL		15-APR-2004	NKRUL	21-APR-2004
FINALIZE CONTRACT DOCUMENT	6612	05-MAY-2004	PBURGER	22-APR-2004



R2006 1950

SEP 12 2006

Attachment 4

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT**

3600000770-A02

AMENDMENT NO. 02

TO AGREEMENT NO. 3600000770 (OT040195)

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC)

This **AMENDMENT NO. 02** entered into on SEP 15 2006, to that **AGREEMENT** dated August 6, 2004, as amended on May 24, 2005 between "the Parties," the South Florida Water Management District (**DISTRICT**) and Palm Beach County BOCC (**COUNTY**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the parties; and

WHEREAS, the Governing Board of the **DISTRICT**, at its April 12, 2006 meeting, approved entering into this **AMENDMENT NO. 02** with the **COUNTY**; and

WHEREAS, the Parties wish to amend the **AGREEMENT** in order to increase the funding, revise the Statement of Work, revise the Summary Schedule of Tasks and Deliverables of the **AGREEMENT** and amend the Agreement Number;

NOW THEREFORE, the **DISTRICT** and the **COUNTY** in consideration of the mutual benefits flowing from each to the other do hereby agree as follows:

1. This **AMENDMENT NO. 02** shall be effective upon the date of execution by the Parties.
2. The monetary consideration for the **AGREEMENT** is hereby increased by an amount not-to-exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), for a total revised **AGREEMENT** amount not-to-exceed Four Million Five Hundred Dollars and No Cents (\$4,500,000.00).
3. The Statement of Work, attached as Exhibit "C" to the **AGREEMENT**, is hereby amended as set forth in Exhibit "C2", attached hereto and made a part of this **AMENDMENT NO. 02**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4. The Summary Schedule of Tasks and Deliverables is also hereby revised in accordance with Exhibit "D2", attached hereto and made a part of this **AMENDMENT NO. 02**.
5. The **AGREEMENT** Number is hereby amended to 3600000770 (from OT040195) to correspond with the **DISTRICT's** new database. All future correspondence (notices, invoices, etc.) shall reference the new **AGREEMENT** Number.
6. All other terms and conditions of the **AGREEMENT** remain unchanged.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 02** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

By: Carrie Hill
for Frank Hayden, Procurement Director om

SFWMD PROCUREMENT APPROVED

BY: Bernadette Housier
DATE: 8/22/06 om

APPROVED AS TO TERMS AND CONDITIONS

By: B. A. Beaman
Department Director

PALM BEACH COUNTY BOCC

By: John (Jeff) Koon
John F. Koon

for Title: Tony Masilotti, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: W. B. [Signature]
County Attorney

Sharon R. Bock, Clerk & Comptroller

By: Tracy Powell
Deputy Clerk

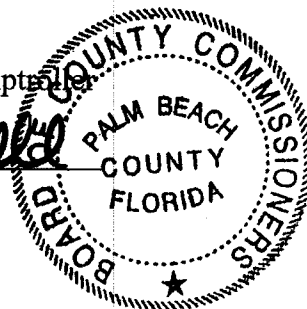


EXHIBIT "C-2"
STATEMENT OF WORK

Final Design, Bidding, Permitting, And Construction
Lake Region Water Treatment Plant

Introduction and Background:

The Palm Beach County Water Utilities Department (PBCWUD) will design and construct a new water treatment plant to provide potable water on a wholesale basis to communities located on the south and southeastern shore areas of Lake Okeechobee, hereafter referenced as the Lake Region area. The proposed Lake Region Water Treatment Plant (LRWTP) will utilize low pressure reverse osmosis technology to treat source water pumped from the Upper Floridan aquifer (UFA).

The total cost of the project is approximately \$52 million. The project will be managed and funded by the County. Additional funding will be provided by the District. The District funds are being disbursed in three installments of \$1.5 million each for FY-2004, FY-2005, and FY-2006, each installment being subject to Governing Board approval.

Scope of Work:

This amendment represents a continuation of the construction work that was started with design in FY 2004, with the tasks described in Exhibit "A" (Engineering Services) of the original contract. In FY 2005 the original agreement was amended and included hydrogeologic services that are described in detail and attached as Exhibit "B1" to Amendment No. 01. This Amendment No. 02 defines the scope of work for FY-2006. The County will furnish materials and construction management services for the Lake Region Water Treatment Plant (LRWTP) as noted in the Work Breakdown Structure.

Work Breakdown Structure:

The County will furnish the following materials for the Lake Region Water Treatment Plant (LRWTP): ductile iron pipe and fittings for underground potable water piping on the LRWTP site; HDPE pipe and fittings for the Floridan raw water, concentrate and permeate on the LRWTP site; five (5) membrane feed pumps (one is a spare) with 450 Hp motors and four (4) variable frequency drives; high service pumps and motors to pump potable water to the cities of Belle Glade, Pahokee and South Bay; membrane trains (vessels and stainless steel piping) used to treat the Floridan water; and provide in-kind construction management services from County staff. The County shall perform the work for FY 2006 in accordance with Exhibit "D-2", attached hereto as a part of this amended Statement of Work.

Summary Schedule of Tasks and Deliverables:

The County shall submit to the District all deliverables in accordance with Exhibit "D-2".

The Lake Region Water Transmission Mains includes 6,600 linear feet of 30" pipe; 16,120 linear feet of 24" pipe; 800' linear feet of 20" pipe; 63,925 linear feet of 16" pipe; and 800' linear feet of 12" pipe. The deliverables include owner furnished materials and construction of the raw water mains from the seven Floridan Wells to the Lake Region Water Treatment Plant, the finished water transmission mains to the cities of Belle Glade, Pahokee, South Bay, and the meter assemblies. The Purchase Orders for the Floridan raw water mains were issued to Corel Corp. and delivery of the piping will commence in late June of 2006.

All deliverables detailed in this amendment are depicted in Exhibit "D-2" and will be completed on or before September 30, 2006.

EXHIBIT "D-2"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

The Lake Region Water Treatment Plant construction contract was awarded to Poole & Kent Company on September 27, 2005. Materials and equipment for the Lake Region Water Treatment Plant were procured on October 18, 2005. The estimated deliverable values related to these Purchase Orders are:

Item No.	Deliverable	Due Date	Estimated Value to PO # 03-169-01 03/2005	Estimated Value to PO # 03-169-02 03/2005	Estimated Value to PO # 03-169-03 03/2005	Estimated Value to PO # 03-169-04 03/2005	Estimated Value to PO # 03-169-05 03/2005	Estimated Value to PO # 03-169-06 03/2005	Estimated Value to PO # 03-169-07 03/2005
A-1	30% Design Report for Contracts A and B	6/30/04	\$65,000	\$0.00					
A-2	30% Value Engineering Report	6/30/04	\$45,000	\$0.00					
A-3	Site Boundary and Topographic Survey	6/30/04	\$17,927.21	\$0.00					
A-4	Geotechnical Services: Monitoring Well Installation and Phase I Environmental Site Assessment	6/30/04	\$17,000	\$0.00					
(i)	60% Contract Documents and Plans for Contracts A and B	9/29/04	\$21,636.79	\$0.00					
(ii)	60% Value Engineering Report	9/29/04	\$45,000	\$0.00					
	Other Services include land acquisition and additional design fees			\$2,500,000					
A-5	90% Contract Documents and Plans for Contracts A and B	12/31/04			\$79,462.21	\$0.00			
A-6	100% Contract Documents and Plans for Contracts A and B	3/1/05			\$43,562	\$0.00			
A-7	90% Value Engineering Report	1/31/05			\$75,000	\$0.00			
B-1 to B-5	Florida Aquifer Well Design, Modeling, Contract Documents and Bidding Services	3/1/05			\$517,401	\$0.00			
B-6 to B-8	Deep Injection Well Design, FDEP Permit Application & Bidding Services	3/1/05			\$90,000	\$0.00			
	LRWTP Construction - Phase I	9/30/05			\$14,574.79	\$2,500,000			
	LRWTP Construction - Phases TBD	TBD							
	Purchase Order No. 03-169-07 Corel Corp. (Ductile Iron Pipe and Fittings) is the large diameter underground potable water piping on the LRWTP site	9/30/06						\$0.00	\$220,000
	Purchase Order No. 03-169-08 Corel Corp. (HDPE Pipe and Fittings) is the high density polyethylene plastic pipe used for the Floridan raw water, concentrate and permeate on the LRWTP site	9/30/06						\$0.00	\$215,000
	Purchase Order No. 03-169-013 Corel Corp. (Membrane Feed Pumps) are the four (4) membrane feed pumps with 450 Hp motor, pump cans and variable frequency drives	9/30/06						\$750,000	\$160,000
	Purchase Order No. 03-169-014 Corel Corp. (High Service Pumps) are the potable water distribution pumps and motors to the cities of Belle Glade, Pahokee and South Bay	9/30/06						\$530,000	\$65,000
	Purchase Order No. 03-169-016 Advanced Environmental Water Technologies (Membrane Trains, membrane vessels, stainless steel piping and support skids)	9/30/06						\$0.00	\$700,000
	Construction Services	9/30/06						\$0.00	\$1,100,000
	Spare Membrane Pump; bids to be received on June 15, 2006 *	9/30/06						\$220,000	\$2,000
	Totals:		\$1,500,000	\$2,500,000	\$1,500,000	\$2,500,000		\$1,500,000	\$2,462,000

*Spare Membrane Pump: The Palm Beach County Health Department permit required a spare membrane feed pump which is estimated at \$222,000.00.