

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>(\$65,000.00)</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>(\$65,000.00)</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 4011 Agency 721 Org. 4211 Rev Source 669

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 \$65,000 in construction reimbursements from the East Central Regional Wastewater Treatment Facilities Operations Board to be applied to construction of the ECR Wellheads No. 2 and No. 6 Replacement Project.

C. Department Fiscal Review: J. East

III. REVIEW COMMENTS

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

[Signature] 4.17.07
 OFMB
 4.16.07
 [Stamp] 4/11/07
[Signature] 4/18/07
 Contract and Development Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 7/19/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereafter "COUNTY") and the **EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**, through its agent, the City of West Palm Beach (hereafter "ECR").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Corporation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY has awarded a construction bid on its Project Number: WUD 05-041, System Wide Wellfield Improvements, and ECRWWTF Monitoring Well No. 2 and 6 Wellhead Replacements (the "County Project") to Southeast Drilling Services, Inc. (the "Contractor"); and

WHEREAS, the ECR wishes to participate with the County in the County Project with respect to the ECRWWTF Monitoring Well No. 2 and 6 Wellhead Replacements portion of the County Project (the "ECR Project"); and

WHEREAS, the COUNTY's awarded bid on the County Project included a specified bid price for the ECR Project; and

WHEREAS, the COUNTY and ECR desire to cooperate in the implementation of the ECR Project as part of the County Project, with the

COUNTY constructing the County Project, including the ECR Project on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

2. The County shall construct the ECR Project in accordance the plans and specifications of the ECR Project and the terms and conditions of the County Project.

3. The ECR hereby agrees that the ECR Project Cost, which is attached hereto and incorporated herein as Exhibit "A", has a bid estimate of \$65,000.00 (the "Contract Bid"); however, field conditions may result in a change order increase in the estimated cost for which ECR shall be solely responsible.

4. Following execution of this Interlocal Agreement and commencement of the County Project, the ECR acknowledges and agrees that it will promptly reimburse the COUNTY for all costs associated with the ECR Project in accordance with the Contract Bid and County's reasonable cost to implement the ECR Project, in accordance with the following procedure:

A. The COUNTY shall promptly forward any and all proper invoices submitted by the Contractor in connection with the above-described ECR Project to the City of West Palm Beach, as agent for the ECR, project manager designated in Paragraph 12 below. The ECR shall remit to COUNTY within thirty

(30) calendar days after receipt of the invoice, funds in an amount equal to such invoice. The COUNTY shall be responsible for payment to the Contractor.

B. If the ECR does not agree with the Contractor's invoice, the ECR agrees to notify the COUNTY in writing of its disagreement with such invoice within nine (9) calendar days. In the event of a disagreement, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 4 herein. Pending completion of the dispute resolution, the ECR agrees to submit funds for such disputed invoice to the COUNTY in accordance with Paragraph 4A above. Upon resolution of the invoice dispute, the ECR shall be reimbursed for any funds paid to the COUNTY in excess of the final decision in such dispute.

C. Any change orders requested by the Contractor to the ECR Project portions of the County Project shall be made in writing to the COUNTY by the Contractor. County shall review all such requests to determine if there are any impacts to the County Project, to determine if such impacts are acceptable to the County, and if so, the County shall approve the change order and add any such impact costs to the change order request and forward within ten (10) calendar days of receipt of the change order to the ECR representative for authorization. If the change order request, as modified by the County is approved by the ECR, all County project impact costs shall be included in the ECR's written agreement to pay costs associated with such change order. If the County approved change order is authorized by the ECR, the COUNTY shall submit such change order to the Contractor. If the COUNTY does not approve an ECR requested change order, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 5 herein. In the event of disputes between the

ECR and the Contractor as to the ECR project, ECR and the County shall cooperate to resolve the disputes in accordance with the requirements of the County Project Contract.

5. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representative and ECR's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and either party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts.

6. COUNTY and the ECR agree to hold periodic construction meetings with the Contractor. Day to day inspection of the ECR Project shall be undertaken by ECR representatives based upon the timing established at the periodic construction meetings. Joint final inspections will be completed with COUNTY and ECR Representatives. Upon completion of the ECR Project, the Contractor shall transfer ownership of such project facilities to the ECR, including contractor and supplier warranties and guarantees, as applicable, in accordance with the terms of the County Project Contract, applicable as if the ECR was the County.

7. This agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least forty-five (45) days prior to the proposed effective date of the amendment.

8. This Agreement is entered into by the parties pursuant to Section 163.01, Florida Statutes, and shall take effect on the date this Agreement is filed with the Clerk of the Circuit Court for Palm Beach County.

9. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

11. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail

(postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY: Palm Beach County Water Utilities
Department Director
8100 Forest Hill Boulevard
West Palm Beach, FL 33416

With a copy to: Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

ECR: East Central Regional Wastewater
Treatment Facility Operations Board
Attn: Executive Manager
4325 N. Haverhill Road
West Palm Beach, FL 33409
Telephone: (561) 835-7400
Fax: (561) 835-7420

With a copy to: Phillip Gildan, Esq.
Greenberg Traurig, P.A.
777 So. Flagler Drive
Suite 300 East
West Palm Beach, FL 33401
Fax: (561) 838-8867

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

12. The Project Manager/Authorized Representative for the ECR is the ECR Executive Manager. The Project Manager/Authorized Representative for the COUNTY is the Palm Beach County Water Utilities Department Deputy Director. Each party retains the right to substitute a new or additional Project

Manager/Authorized Representative at any time and from time to time by written notice to the other.

13. Should either party to this Agreement determine that the other is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults. Prior to the initiation of any legal proceedings between the parties, the parties shall comply with any state laws related to resolving disputes between local governments. In the event of default by either party to this Agreement, both parties shall have all remedies available under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this Agreement, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

14. This Agreement shall be effective when executed by both parties hereto and shall continue in full force and effect for a period of five (5) years from the effective date of this Agreement.

15. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

16. When the required time for performance of an action under this Agreement falls on a weekend day or holiday, the time for performance shall be extended to the next calendar day not falling on a weekend or holiday.

17. Notwithstanding any other provisions of this Agreement, ECR and COUNTY expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

18. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

19. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

20. . Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' respective rights relating to the County

Project and the ECR Project, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the ECR shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

21. The COUNTY and the ECR shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter 119, Florida Statutes, or four (4) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

[Signature page follows]

ATTEST:

[Signature]
City Clerk

**EAST CENTRAL REGIONAL
WASTEWATER TREATMENT
FACILITIES OPERATION BOARD**

By: THE CITY OF WEST PALM BEACH
Its: Agent

By: [Signature]
Lois J. Frankel, Mayor

Dated: 3/29, 2007

CITY ATTORNEY'S OFFICE
Approved as to form
And legal sufficiency

By: [Signature]

Date: 3-28-07

ATTEST:
SHARON R. BOCK

By: _____
Clerk and Comptroller

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Addie L. Greene, Chairperson

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
Department Director



**PROPOSAL
SCHEDULE OF BID PRICES
SYSTEM WIDE WELLFIELD IMPROVEMENTS, AND ECRWWTF MONITORING WELL
NO. 2 AND 6 WELLHEADS REPLACEMENT, WUD: 05-041
PALM BEACH COUNTY, FLORIDA**

Item No.	Item Description	Quantity	Unit	Unit Price	Extended Price
1	Installation of new Surficial aquifer wells and pumps, as defined in the Contract Documents (8W-6, 8W-9, 8W-22, and 8W-23)	4	Per well	380,000	\$ 1,520,000
2	Replacement of well and pump 3W-5, as defined in the Contract Documents	1	Per well	440,000	\$ 440,000
3	Replacement of wells and pumps 9W-3, 9W-6, 9W-8, and 9W-9, as defined in the Contract Documents	4	Per well	380,000	\$ 1,520,00
4	Replacement of pumps at wells 3W-1, 3W-2, and 3W-7, as defined in the Contract Documents	3	Per pump	45,000	\$ 135,000
5	Replacement of motors only at wells 3W-3, 3W-4, 3W-6, as defined in the Contract Documents	3	Per motor	35,000	\$ 105,000
6	Replacement of monitoring wells no. 2 and 6 wellheads (not including below-grade steel), as defined in the Contract Documents	1	LS	50,000	\$ 50,000
7	Replacement of monitoring wells no. 2 below-grade steel (including coating), as defined in the Contract Documents	5	LF	1,500	\$ 7,500
8	Replacement of monitoring wells no. 6 below-grade steel (including coating), as defined in the Contract Documents	5	LF	1,500	\$ 7,500
9	Phase 1 Substantial Completion - Early Completion Bonus	30	days	\$ 2,000.00	\$ 60,000.00
10	Phase 2 Substantial Completion - Early Completion Bonus	30	days	\$ 1,000.00	\$ 30,000.00
11	Phase 3 Substantial Completion - Early Completion Bonus	30	days	\$ 1,000.00	\$ 30,000.00
12	Final Completion - Early Completion Bonus	30	days	\$ 500.00	\$ 15,000.00
13	FPL Allowance at WTP No.3		LS	\$ 150,000.00	\$ 150,000.00
14	Contract Allowances, Section 01020		L.S.	\$ 25,000.00	\$ 25,000.00

TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 14, INCLUSIVE \$ 4,095,000

TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 14, INCLUSIVE, IN WORDS: _____

FOUR MILLION NINETY-FIVE THOUSAND _____
DOLLARS, AND NO CENTS.

(Amounts are to be shown in both words and figures, in case of discrepancies, the amount shown in words will govern for each bid item and total base bid.)

PROJECT NO.: WUD 05-041

BID FORM - 6

SOUTHEAST DRILLING SERVICES
P.O. Box 2764
Lutz, FL 33548
Tel.: 813-968-7277

Alternate Bid Items

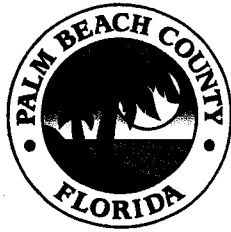
Contract award will be made on the basis of lowest actual Bid amount which is defined as the Total Base Bid amount listed in the Bid proposal above, Plus the sum of the Alternate Bid items listed below.

Item No.	Item Description	Quantity	Unit	Amount to be Added to the Total Base Bid Amount if Alternate Bid Item Is Approved
1	Electrical improvements for wells 3W-3 to 3W-7. Convert from FP&L 240 V - 3 phase to plant-wired 480 V - 3 phase using 4160 V transformers.	1	L.S.	\$ <u>990,000</u>
2	Replacement of monitoring wells no. 2 below-grade steel at 5 to 10 feet (including coating), as defined in the Contract Documents	5	LF	\$ <u>5,000</u>
3	Replacement of monitoring wells no. 6 below-grade steel at 5 to 10 feet (including coating), as defined in the Contract Documents	5	LF	\$ <u>5,000</u>

PROJECT NO.: WUD 05-041

BID FORM - 7

SOUTHEAST DRILLING SERVICES
P.O. Box 2764
Lutz, FL 33548
Tel.: 813-968-7277



**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

