

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	July 10, 2007	Consent [X]	Regular []
		Public Hearing []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with Seminole Improvement District (District) for the operation and maintenance of water, wastewater, and reclaimed water treatment facilities.

Summary: Seminole Improvement District currently owns water, wastewater, and reclaimed water treatment facilities. The Palm Beach County Water Utilities Department has been providing contract operations and maintenance services for these facilities since 1996 (R96-1224 and R2002-965). The current operations and maintenance agreement expired on June 11, 2007. The District has requested that the Department continue to provide operation and maintenance services. Under this Agreement, the Department will operate and maintain these facilities for five (5) years. The District will continue to pay the Department an annual fee for its services. Costs for the first year are projected to be \$52,200.64. Charges for subsequent years will be adjusted by the U.S. Department of Labor's Consumer Price Index for "All Urban Consumers, Water and Sewerage Maintenance". Capital improvements required at the facilities are not included in this Agreement. Either party may cancel the Agreement with a 120-day written notice.

District 6

(MJ)

Background and Justification: The Water Utilities Department currently provides contract operations and maintenance services for water and wastewater treatment plants owned by Seminole Improvement District. The District requests the Department continue to provide such services for their three treatment facilities. Under the terms of this Agreement, the Department will provide operations and maintenance services for five (5) years. The District will continue to pay the Department an annual fee for its services. Water Utilities Department staff will make daily routine visits for operation and maintenance purposes, provide necessary chemicals, provide testing services, and insure that the facilities meet permit requirements. Any additional services that may be requested by the District will be billed in accordance with rates established in the Agreement.

Attachments:

1. Location Map
2. Two (2) Original Interlocal Agreements

Recommended By: Lisha L. Pica 06/19/07
 Department Director Date

Approved By: [Signature] 7/6/07
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	0	0	0	0	0
External Revenues	(\$15,731.70)	(\$53,766.66)	(\$55,379.66)	(\$57,041.05)	(\$58,752.28)
Operating Expenses	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(\$15,731.70)	(\$53,766.66)	(\$55,379.66)	(\$57,041.05)	(\$58,752.28)
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4001 Dept 720 Unit 2535 Object 4369

Is Item Included in Current Budget? Yes No Reporting Category N/A

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

Seminole Improvement District will compensate the Department for operation and maintenance services. Estimated revenue for 2008-2011 assumes a CPI increase of 3% each year.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

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

John Smith 6.25.07
OFMB
CWN 22-07
CWN 10/20/07

Dr. J. Javel 7/2/07
Contract Development and Control

B. Legal sufficiency:

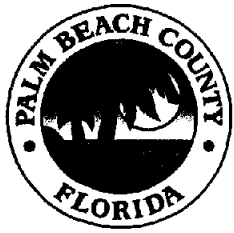
[Signature] 7/5/07
Assistant County Attorney

This Contract complies with our contract review requirements.
At the time of COWS review, the contract was not executed.

C. Other Department Review:

Department Director

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



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

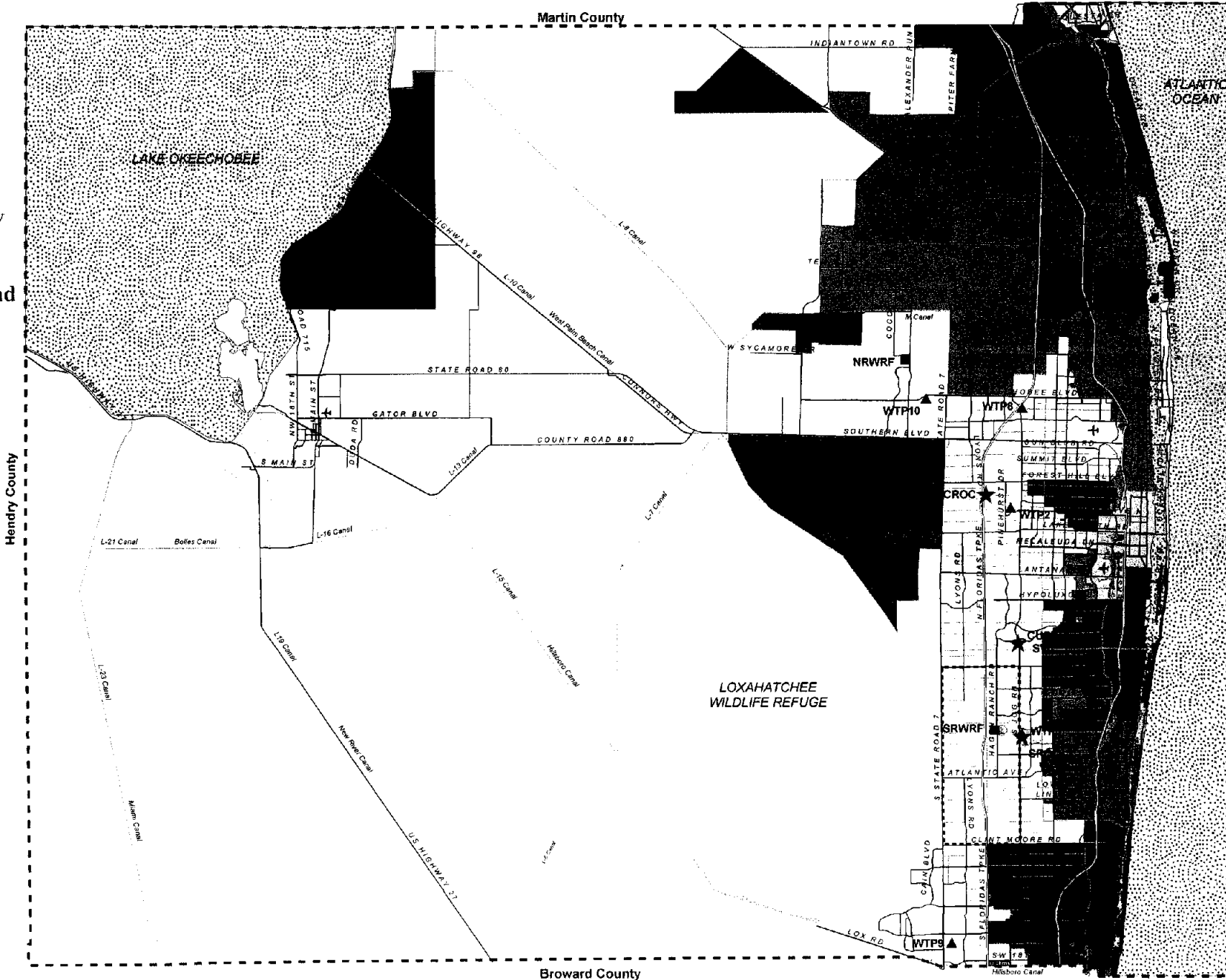
Attachment 1

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



**AGREEMENT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS AND SEMINOLE IMPROVEMENT DISTRICT
FOR THE OPERATION AND MAINTENANCE OF
WATER AND WASTEWATER FACILITIES**

This Agreement is made and entered into this ____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Seminole Improvement District, an Independent Special District created by Special Act pursuant to the Laws of the State of Florida ("District").

WITNESSETH:

WHEREAS, the District has authority to provide water, wastewater, and reclaimed services as set forth in the Interlocal Agreement Between Palm Beach County and the Seminole Improvement District Regarding Sale of Bulk Water and Wastewater Service and Establishment of Water, Wastewater and Reclaimed Water Services Areas and Settling Certain Disputes and Lawsuits Between the Parties (County Resolution No. R2006-0732) (hereinafter the "2006 Interlocal Agreement") and as authorized by applicable general or special law; and

WHEREAS, the District currently desires to have the County continue to operate the existing water and wastewater facilities which may be expanded in the future in accordance with the 2006 Interlocal Agreement; and

WHEREAS, Palm Beach County Resolution No. 96-998, as amended by Palm Beach County Resolution No. 96-1190, provides for the execution of an agreement between the County and the District for the operation and maintenance of the Facilities once constructed, together with other required conditions of approval; and

WHEREAS, the County and District entered into an Agreement for the Operation and Maintenance of Water and Wastewater Facilities on June 18, 2002 (R 2002-0965) (hereinafter the "2002 Agreement"); and

WHEREAS, the 2002 Agreement will expire on June 11, 2007; and

WHEREAS, the County, through its Water Utilities Department ("WUD"), agrees to continue operating and maintaining the Facilities to better serve the citizens of the County;

and

WHEREAS, the County and the District desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby covenant and agree:

1. Recitals.

The recitals set forth above are true and correct and form a part of this Agreement. All terms used in this Agreement and not otherwise defined herein are given meaning in the 2006 Interlocal Agreement.

2. Definitions.

A "Facilities" means the water, wastewater, and reclaimed facilities owned and/or managed by the District, which are more fully described in Appendix A to this Agreement.

B. "O & M Services" or "Operation and Maintenance Services" means those services described in Appendix E to this Agreement.

C. "Laboratory Testing and Reporting Services" means those services described in Appendix B to this Agreement.

D. "Routine Facility Housekeeping Services" shall include normal, everyday activities associated with keeping work areas clean, neat, and safe and do not include grounds keeping, painting, welding, odor control, sludge and grit disposal or construction activities.

E. "Utility" means a potable water production, treatment, storage and distribution system, and/or a sanitary wastewater collection, treatment, and disposal system and/or a reclaimed water production and distribution system as defined in the 2006 Interlocal Agreement and specifically referring to the real property and improvements described in Appendix A of this Agreement.

3. Operation and Maintenance Services

The County agrees to provide O & M Services for the Facilities in accordance with the terms and conditions of this Agreement. In addition to O & M Services, the County shall perform Laboratory Testing and Reporting Services and Routine Facility Housekeeping Services. The County will perform Laboratory Testing and Reporting

Services in accordance with Federal, State and local environmental laws and regulations; however, the District shall retain responsibility for required program development and implementation of Federal, State and local environmental laws and regulations and compliance with all other Federal, State or local laws or regulations that affect the Facilities.

4. Effective Date/Term.

The term of this Agreement shall be for five years (the "Term") beginning June 12, 2007. Each party reserves the right to terminate this Agreement with 120 days prior notice to the other party with or without cause. In the event that either party defaults under this Agreement, the non-defaulting party may terminate this Agreement immediately upon delivery of written notice to the defaulting party and the County shall be paid a linear prorated portion of any fees due through the termination period.

5. Fees for Services.

A. District shall pay the County for O & M Services an annual fee ("Annual Fee") as outlined in Appendix "D", Option D, payable in equal monthly installments due by the 15th of each month, in accordance with the following schedule:

Year 1	\$ 52,200.64
Year 2	Year 1 + CPI
Year 3	Year 2 + CPI
Year 4	Year 3 + CPI
Year 5	Year 4 + CPI

The Annual Fee and all other fees and labor rates for each Agreement Year after Year 1, shall be adjusted based upon the Consumer Price Index, all Urban Consumers, U.S. Owner annual Index, published by the U. S. Department of Labor, Bureau of Labor Statistics ("CPI") or some other mutually agreed-upon index if the CPI is discontinued.

B. In addition to the Annual Fee, District shall pay the County for Laboratory Testing and Reporting Services in accordance with the fee schedule set forth in Appendix B to this Agreement. Laboratory Testing and Reporting Services shall be invoiced monthly and shall be payable within thirty (30) days of the date of invoice.

6. Additional Services.

The District may request the County to perform additional services not within the scope of the O & M Services, Laboratory and Reporting Services and/or Routine Facility Housekeeping Services. Normal requests for additional services shall be submitted in writing to the County. The County shall verbally notify the District of its intent to perform the work within two (2) working days of receipt and in writing within seven (7) working days. Emergency requests for additional services can be submitted and agreed to verbally and immediately. Such emergency requests and agreements can be recorded after services are rendered. If the County agrees to perform such requested services, then such services shall be performed in accordance with the labor and equipment rate schedule in Appendix C of this Agreement and laboratory costs schedule in Appendix B. The County shall invoice the District monthly for all additional services rendered, which invoices shall be payable within thirty (30) days of date of the invoice, with adequate justification for any additional charges to accompany invoice. Cost for parts associated with the additional services will be invoiced at actual cost plus 5%.

7. Plan Review/Inspections and Monitoring.

- A. The County may review design construction documents including, but not limited to, plans and technical specifications for proposed improvements or expansion to District facilities.
- B. During construction or expansion of improvements to the Facilities, the County, its agents and employees may observe such construction, improvements or expansion.
- C. District agrees that any expansion of the Facilities or the water distribution and wastewater collection systems shall be in accordance with the 2006 Interlocal Agreement.

8. Inventory Requirements.

- A. The District shall provide and pay for all inventory, parts, equipment,

chemicals, power and standby generator diesel fuel, and all other items or materials necessary for the operation and maintenance of the Facilities ("Inventory"). The County shall work with the District to identify the Inventory requirements under this section.

B. The District shall maintain copies of all necessary operating and maintenance manuals and copies of all required permits for the operation of the Facilities.

9. Default.

The occurrence of any of the following shall be a default of this Agreement:

A. The failure by District to pay any fee, charge, or invoice to the County within thirty (30) days of the day upon which such fee, charge, or invoice becomes due.

B. The failure by the County to perform its agreed upon services under this Agreement, if such failure is not cured within ten (10) days of receipt of written notice from District specifying the nature of the default. If such default cannot reasonably be cured within the ten (10) day period, and the County is diligently pursuing a cure of the default, the default period shall be extended to such time as the default could be reasonably cured.

10. Notice.

Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail:

To County:

Director
Water Utilities Department
P O Box 16097
West Palm Beach, FL 33416-6097

To District:

Nathaniel Roberts
District Manager, Seminole Improvement District
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

11. Right of First Refusal.

The County shall have the right of first refusal to acquire the Utility. The terms of said right of first refusal are as set forth in the 2006 Interlocal Agreement.

12. Indemnification and Insurance.

A. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend and hold harmless the District against any actions, claims or damages arising out of the County's negligence in connection with this Agreement, and the District shall indemnify, defend and hold harmless

the County against any actions, claims, or damages arising out of the District's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The provisions of this indemnification clause shall survive termination of this Agreement.

B. The District shall maintain, during the life of this Agreement, Commercial General Liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the District and County from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this Agreement, whether such operations be by the District or by anyone directly employed by or contracting with the District. The District shall endorse the COUNTY as an "Additional Insured" to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The County agrees that the District shall be named as an additional named insured, on insurance provided by the County.

C. During the term of this Agreement, the County and the District shall maintain, at limits set forth in Section 768.28, Florida Statutes, comprehensive automobile liability insurance for each party's respective vehicles as utilized in carrying out the terms of this Agreement. In addition, the County shall be responsible for providing Workers' Compensation Insurance and Employer's Liability Insurance for County personnel carrying out the terms of this Agreement.

D. Prior to execution of this Agreement, the District shall deliver to the County a Certificate(s) of Insurance evidencing the types and amounts of insurance coverage required by the Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

13. Venue/Enforcement Costs.

The laws of the State of Florida shall govern any litigation arising from or relating to this Agreement and venue in any such proceeding shall be exclusively in Palm Beach County, Florida. Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement shall be borne by the respective parties.

14. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, with respect to matters contained herein.

15. Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original; all of which together shall constitute one (1) and the same instrument.

16. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

17. Nondiscrimination.

The District represents and warrants that it will not discriminate, and that its employees and members of the public will be treated equally and without regard to race, color, age, sex, national origin, ancestry, marital status, sexual orientation, handicap, disability, or religion and shall not be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out under this Agreement.

18. Joint Preparation.

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial interpretation, be construed more severely against one of the parties than the other.

19. Waiver.

No waiver of any provision(s) of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted and any such written waiver shall

only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

20. Survivability.

Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.

21. Renewal.

The County and the District acknowledge and agree that this contract refers to and defines District Facilities as and where they generally and currently exist including any normally planned extensions and expansions. Should wholesale modifications to the District service area be approved and implemented and such modifications cause major expansion to the current facilities, then this agreement will be terminated or re-negotiated.

22. Incorporation by Reference.

All Appendices attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

23. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have set their hands and seals on the date indicated above.

ATTEST:
SHARON R. BLOCK
Clerk and Comptroller

PALM BEACH COUNTY FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

ATTEST:
By: Sharon Doucette
Secretary

SEMINOLE IMPROVEMENT DISTRICT
By: Thomas B. O'Brien III
Thomas O'Brien, III, President

Name (Type or Print)

(SEAL)

SHARON DOUCETTE

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Department Director

APPENDIX A

Water/Wastewater Facilities Description and Design Data

Seminole Improvement District Description

The Seminole Improvement District Water and Wastewater Facilities are located in Section 6, Township 43 South, Range 41 East, Palm Beach County, Florida. The Facilities include a Water Treatment Plant that utilizes low-pressure reverse osmosis and membrane softening skids. The Facilities include a ground storage tank, wells, pipes, an emergency power generator, and high service pumps on the plant site as well as a remote 500, 000-gallon ground storage tank with related pumps and emergency power generators. The Facilities include a Wastewater Treatment Plant designed to treat 60,000 gallons per day on an average day including pumps, motors, controls, piping, and percolation ponds. The Wastewater Treatment Plant also includes reclaimed water treatment facilities and is currently under Contract for expansion to 125,000 gallons per day capacity (expandable to 325,000 gallons per day). A complete legal description of the property also is provided below.

Legal Description

Water and Wastewater Treatment Plant

A parcel of land lying in the Northwest one-quarter of Section 6, Township 43 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows: Commence at the Northwest corner of said section 6 at a recorded County Concrete Monument (N 884,462.5484; E 729,898.4140) run South 01°33'05" West, along the West section line, and Range line, 1555.10 feet to a point on the South right-of-way line of the F-2 Canal; Thence South 89°46'43" East a distance of 58.14 feet to the Point of Beginning. Thence continue South 89°46'43" East along the South right-of-way line of the F-2 Canal a distance of 1582.59 feet; Thence South 01°43'40" West a distance of 1109.30 feet to the North right-of-way line of the F-3 Canal; Thence North 89°12'16" West along the said North right-of-way line a distance of 1582.25 feet; Thence North 01°43'40" East a distance of 1093.44 feet to the Point of Beginning; All the above situated in Palm Beach County, Florida and containing 40.00 acres, more or less.

APPENDIX B

**LABORATORY TESTING AND REPORTING SERVICES – values reflect new rates
Seminole Water Improvement District**

Parameter	Sample Points	Reason	# of Samples "2001"	# of Samples Required(Annually)- except for the tri- annuals & nine year	Cost Per Sample	Frequency	Sample Matrix
CBOD	Raw influent, Effluent	Compliance	26	24	\$30.00	Monthly	WW
TSS	Raw Influent, Effluent	Compliance	24	24	\$18.00	Monthly	WW
TSS	Aeration Basin, Digested Sludge, Return Activated Sludge	Process Control	15	36	\$15.00	Monthly	WW
Settleable Solids	Raw influent, Effluent	Process Control	12	24	\$18.00	Monthly	WW
TVS	Raw Influent, Effluent	Compliance	24	24	\$24.00	Monthly	WW
TDS	Ground Mon. Wells #1,#2, Raw Wells #1,#2,	Compliance	6	4	\$18.00	Semi Annual	GW
NO3	Effluent, Ground Monitor Wells #1 & #2	Compliance	18	16	\$18.00	Mthly & SAnnl	WW & GW
NO2	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
TKN-N	Ground Monitor Wells #1 & #2	Compliance	6	4	\$30.00	Semi Annual	GW
NH3-N	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
TN	Ground Monitor Wells #1 & #2	Compliance	6	4	\$48.00	Semi Annual	GW
Chloride	Ground Monitor Wells #1 & #2	Compliance	6	4	\$15.00	Semi Annual	GW
H2O Elev.	Ground Monitor Wells #1 & #2	Compliance	6	4		Semi Annual	GW
Purge Volume	Ground Monitor Wells #1 & #2	Compliance	6	4		Semi Annual	GW
pH	Effluent, Ground Monitor Wells #1 & #2	Compliance	18	16	\$6.00	Mthly & SAnnl	WW & GW
Cl2Resd	Effluent	Compliance	12	12		Monthly	WW & GW
COND	Ground Monitor Wells #1 & #2	Compliance	6	4	\$8.00	Semi Annual	GW
T-PO4	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
Fecal Coliform	Effluent, Ground Monitor Wells #1 & #2	Compliance	18	16	\$30.00	Mthly & SAnnl	WW & GW
Total Coliform	All Distribution Sites & Raw Wells #1 & #2	Compliance	92 (analyzing 7/Mth)	48	\$30.00	Monthly	DW & RW
Non Coliform	All Distribution Sites & Raw Wells #1 & #2	Compliance	92 (analyzing 7/Mth)	48		Monthly	DW & RW
HPC 28	All Distribution Sites & Raw Wells #1 & #2	Compliance	92 (analyzing 7/Mth)	48	\$30.00	Monthly	DW & RW
HPC 35	All Distribution Sites & Raw Wells #1 & #2	Compliance	92 (analyzing 7/Mth)	48	\$30.00	Monthly	DW & RW
Cl2Resd	All Distribution Sites	Compliance	85 (analyzing approx.5/Mth) & PbCu Sites	24 (2) monthly - (1) Plant & distrib. site)		Monthly	DW
THM	(1) Plant site & (1) Distribution Site	Compliance	6	8 (possibly less)	\$75.00	Quarterly	DW
HAA	(1) Plant site & (1) Distribution Site	Compliance	3	8 (possibly less)	\$144.00	Quarterly	DW
pH	Raw Wells #1& #2	Compliance	4	4	\$6.00	Semi-Annual	RW
Color	Raw Wells #1& #2	Compliance	4	4	\$24.00	Semi-Annual	RW
COND	Raw Wells #1& #2	Compliance	4	4	\$8.00	Semi-Annual	RW
T-HARD	Raw Wells #1& #2	Compliance	4	4	\$24.00	Semi-Annual	RW
NO3	Raw Wells #1& #2	Compliance	4	4	\$15.00	Semi-Annual	RW
TDS	Raw Wells #1& #2	Compliance	4	4	\$15.00	Semi-Annual	RW
TOC	Raw Wells #1& #2	Compliance	4	4	\$20.00	Semi-Annual	RW
T-Ca	Raw Wells #1& #2	Compliance	4	4	\$15.00	Semi-Annual	RW
T-Fe	Raw Wells #1& #2	Compliance	4	4	\$15.00	Semi-Annual	RW
Chloride	Raw Wells #1& #2	Compliance	4	4	\$18.00	Semi-Annual	RW
PB & CU	Selected Sites	Compliance	20	20	\$36.00	Annually	DW
H2O Elev.		Compliance			\$10.00		
Purge Volume		Compliance			\$10.00		
pH		Compliance			\$10.00		
Cl2Resd		Compliance			\$10.00		
COND		Compliance			\$10.00		
Turbidity		Compliance			\$10.00		
Primary/Secondary (Ch. 62-550)	POE and Raw Composite	Compliance	1	2	\$2,580.00	Tri-Annual	DW

APPENDIX C

**PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
LABOR AND EQUIPMENT RATES**

LABOR AND EQUIPMENT RATES

ITEM	BASE RATE(\$/hr)	FRINGE BENEFITS	OVER HEAD	TOTAL
PLANT OPERATOR	\$25.333	40.57%	15%	\$40.952
LAB TECHNICIAN	\$22.987	40.57%	15%	\$37.159
PLANT SUPERINTENDENT	\$46.327	40.57%	15%	\$74.890
INDUSTRIAL ELECTRICIAN	\$21.450		15%	\$34.675
PLANT MECHANIC	\$25.535	40.57%	15%	\$41.278
INSTRUMENT TECHNICIAN	\$34.635	40.57%	15%	\$55.989
UTILITY MAINT. WORKER 1	\$16.151	40.57%	15%	\$26.108
UTILITY MAINT. WORKER 2	\$17.846	40.57%	15%	\$28.849
UTILITY MAINT. WORKER 3	\$26.694	40.57%	15%	\$43.152
UTILITY LINE MAINT. SUP.	\$34.098	40.57%	15%	\$55.121
LIFT STATION TECHNICIAN II	\$16.587	40.57%	15%	\$26.813
3/4TON PICK UP	\$3.84		15%	\$4.42
1 TON SERVICE BODY TRUCK	\$5.48		15%	\$6.30
RUBBER TIRE BACKHOE	\$8.49		15%	\$9.76
TRACKHOE	\$8.49		15%	\$9.76
FRONT END LOADER	\$8.49		15%	\$9.76

APPENDIX D

Operation and Preventative Maintenance Costs:

OPTION D

OPERATION AND MAINTENANCE COSTS-SEMINOLE WATER& WASTEWATER SYSTEMS ONLY

1) UTILITY PLANT OPERATOR FDEP 4hr/day coverage & weekend visits 4 hr/day plus one visit each weekend day plus 1 hr travel	\$40,312.00
2) UTILITY PLANT MECHANIC 3hrs/month	\$1,288.44
3) INDUSTRIAL ELECTRICIAN 3 hrs/month	\$1,501.20
4) INSTRUMENT TECHNICIAN 3 hrs/month	\$1,506.24
5) Equipment Costs 3/4ton pick up--24hrs/week 1ton service body truck	\$7,225.92 \$321.84
TOTAL	\$52,200.64

After Hours Emergency/Alarm Response Trip Fee = \$300/event

APPENDIX E

The O & M Services include, but are not limited to proper and correct operation of the Facilities including both the District's plants: water and wastewater (reclaimed water). That operation shall include the observation and analysis of anomalies, the review of data meant to assess and measure system integrity, and shall include, but not be limited to, the following:

1. Verifying and documenting proper operator coverage and facility operations, including all water quality sampling, process-oriented sampling, data retrieval, data recording, data sample analysis, laboratory sample analysis and other documentation required to meet all compliance criteria set forth by The Florida Department of Environmental Protection (FDEP), the Palm Beach County Health Department (PBCHD), the South Florida Water Management District (SFWMD), the County, the District or other regulatory entities.
2. Accurately updating and properly submitting all Daily, Monthly and any other Operational Reports and/or any and all other data compilations or documents necessary and required by the FDEP, the PBCHD, the SFWMD, the County, the District or other regulatory entities.
3. Observing and logging chlorine, acid and caustic storage levels (in gallons) for inventory control keeping storage tanks filled as required for proper system operation.
4. Observing flow, level, pressure, and other necessary readings at all Facilities, making necessary and proper records of such data and making necessary and proper process adjustments according to such data. The following list serves as a minimum example of such observation and the proper operation of the District Facility may include more:
 - Water system pressure at plants, storage, tanks, and service sites,
 - Timeclock readings for emergency generator, air compressors, high service pumps, and blowers,
 - Operational status of Membrane Trains No. 1 and No. 2 including, but not limited to, permeate and concentrate process flows, pre- and post operating filter pressures, and membrane stage pressures,
 - Well and booster pumps readings
 - Repump station data including runtime hours and pumpage gallons,
 - Daily wastewater flows.

5. Measuring and assessing membrane performance using, but not limited to using, conductivity profiles, membrane profiles and other diagnostic techniques. Such measurements and techniques shall be timed and utilized so that the collected data adequately represents membrane conditions. Notifying the District when such membrane performance is not standard and normal is required.
6. Performing routine and/or preventative maintenance (PM) normally recognized and recommended using Maximo or other work order tracking systems and providing the District a written PM summary at 6-month intervals. PM's should include, but not be limited to, the following work list:
 - Greasing motors and blowers,
 - Cleaning bar screens,
 - Cleaning clarifier weirs,
 - Cleaning chemical injectors,
 - Scrubbing contact chamber, digester, clarifier, and aeration basins,
 - Removing algae from the wastewater and/or reclaimed water plants,
 - Replacing micron filters
 - Replacing chemical feed tubing
 - Adjusting hydro-tank air levels.
 - Performing machinery vibrations tests,
 - Calibrating meters, instruments, chemical feed apparatus, and other equipment to assure accurate data and materials handling,
 - Completing and recording annual draw downs on each well.
7. Transferring sludge from clarifiers to waste sludge holding tanks as required,
8. Exercising emergency generators and recording and logging data as required.
9. Requesting abnormal maintenance associated with any facility components such as, but not limited to, motors, engines, pumps, valves, controls and/or other system parts.
10. Preparing and mixing required chemicals,
11. Notifying the District to reorder chemicals and supplies, and coordinating their delivery.
12. Responding to alarm or emergency situations at the plants.
13. Notifying the District to schedule necessary sludge hauling from wastewater plants and other tanks.

14. Routinely inspecting District lift stations.