

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	April 1, 2008	Consent <input checked="" type="checkbox"/> [X]	Regular <input type="checkbox"/> []
		Public Hearing <input type="checkbox"/> []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

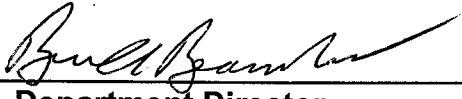

Motion and Title: Staff recommends motion to approve: Change Order No. 6 to the Contract with Poole and Kent Company, Inc. (R2005-1928) for the Lake Region Water Treatment Plant (LRWTP) increasing the contract price by \$500,000.

Summary: This Change Order authorizes the Contractor to accelerate construction of certain portions of the Water Treatment Plant in order to endeavor to make potable water available for distribution to the three (3) Cities by March 31, 2008 and is fully funded by the South Florida Water Management District (SFWMD). Total change orders to date equal a credit of \$6,922,908.40 (35.09% decrease). The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15.0% overall. The contract with the Poole and Kent Company, Inc. provides for SBE participation of 15.92% overall. This Change Order includes zero overall SBE participation. The contractor's cumulative SBE participation, including this change order is ~~25.16~~ 16% overall. (WUD Project No. 03-169) District 6 (JM)

Background and justification: On September 27, 2005 the Board approved the Contract for the Lake Region Water Treatment Plant (R2005-1928) with the Poole and Kent Company, Inc., in the amount of \$19,727,000. Completion of this Contract is scheduled for August 2008. Recently, the SFWMD has declared a condition of extreme drought with a prediction the Lake Okeechobee will probably recede to record low water levels. Lake Okeechobee is currently the water source for the Cities of South Bay, Belle Glade and Pahokee. In response to these weather and lake level conditions, the SFWMD and the Board of County Commissioners have entered into SFWMD Agreement No. 4600001315 to accelerate the construction of this project to provide drinking water available for distribution.

Attachments:

- 1. Location Map
- 2. Two (2) Original Change Order No. 6
- 3. Copy of SFWMD Agreement No. 4600001315

Recommended By:		3/5/08
	Department Director	Date
Approved By:		3/19/08
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$500,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$500,000.00)</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>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 4011 Dept 721 Unit W026 Object 6541

Is Item Included in Current Budget?	Yes	No
1. Is the item included in the current budget?	X	

Reporting Category **N/A**

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

\$500,000.00 is a one-time capital expenditure reimbursed by the South Florida Water Management District.

C. Department Fiscal Review: Debra M. Stet

III. REVIEW COMMENTS


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

Atwillhite 3.12.08
OFMB
40 3/1/08 CN 3/1/08
3/1/08

Contract Development and Control
E. J. J. 3/13/08

**This item complies with current
County policies.**

B. Legal Sufficiency:

 3/14/08
Assistant County Attorney

C. Other Department Review:

Purchasing Department Director

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

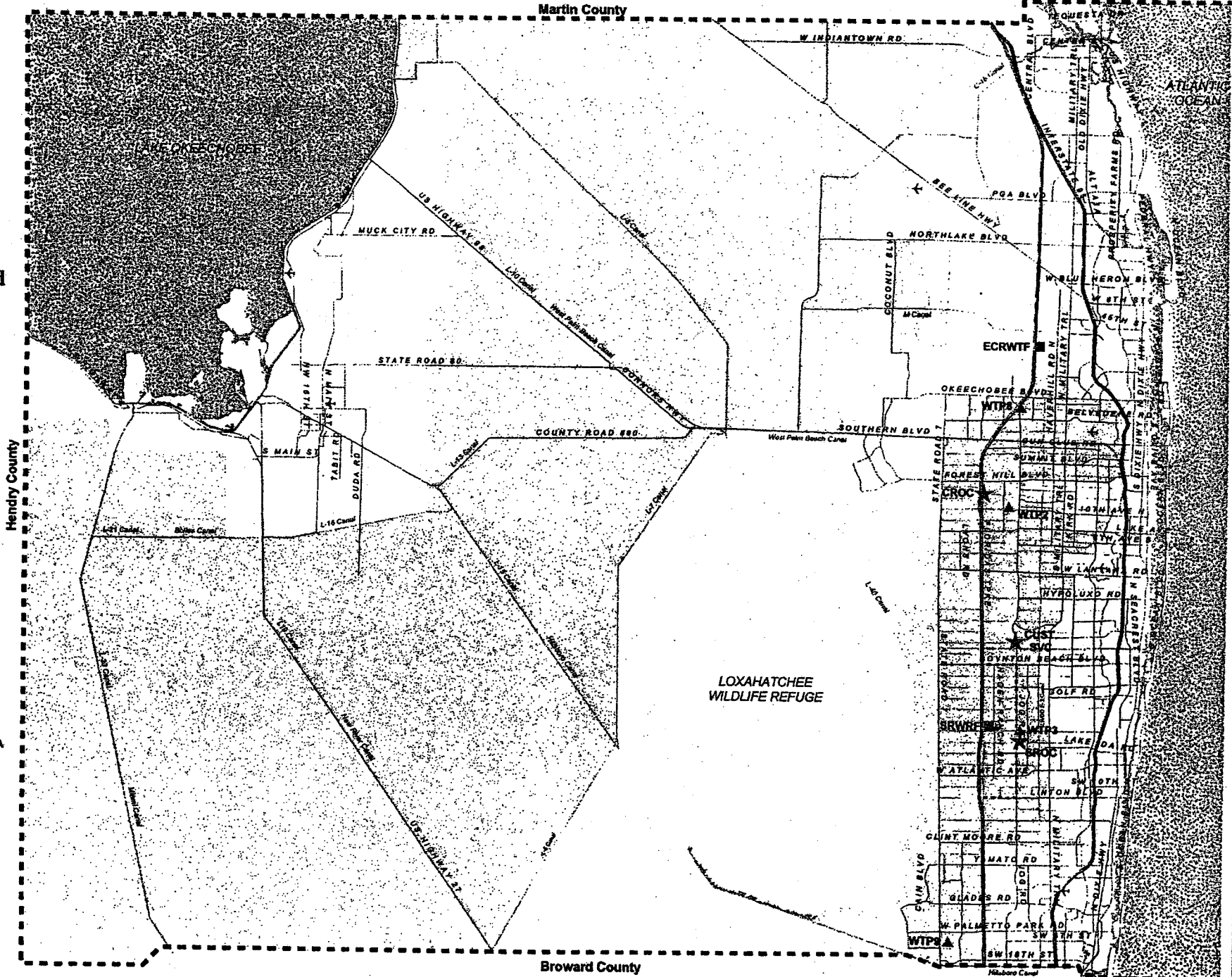


Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

Attachment 1

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- COUNTY LIMITS
- Administration
- Water Reclamation Plant
- Water Treatment Plant
- Wetlands



LAKE REGION WATER TREATMENT PLANT
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 6

Contractor:
Poole and Kent Company of Florida
1781 NW North River Dr.
Miami, FL 33125

WATER UTILITIES DEPARTMENT
CONTRACT NO. R2005-1928
CONTRACT DATE: September 27, 2005
NOTICE TO PROCEED: NOV. 15, 2005
BUDGET FUND#: 4011-721-W026-6541

DISTRICT: 6

You are directed to make the following changes in this contract:

1. Provide all additional labor, material and equipment as required to accelerate the Project to provide potable water available for distribution by March 31, 2008; as described in the attached Scope of Work and Cost Summary, all in accordance with the Contract Documents.

Not To Exceed **\$500,000.00**

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The original Contract Sum was.....	\$19,727,000.00
Net change by previous Change Orders	(6,922,908.40)
The Contract Sum prior to this Change Order was	\$12,804,091.60
The Contract Sum will be increased by this Change Order.....	\$500,000.00
The new Contract Sum including this Change Order will be	\$13,304,091.60
The Contract time will be increased by.....	(0)days
The Date of Substantial Completion Phase 1 including this Change Order:	<u>120 days from NTP</u>
The Date of Substantial Completion Phase 2 including this Change Order:	<u>274 days from NTP</u>
The Date of Substantial Completion Phase 3 including this Change Order:	<u>575 days from NTP</u>
The Date of Substantial Completion Phase 4 including this Change Order:	<u>790 days from NTP</u>
The Date of Final Completion including this Change Order:.....	<u>850 days from NTP</u>

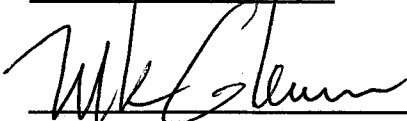
LAKE REGION WATER TREATMENT PLANT
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 6

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES, ALL CLAIMS FOR COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S) INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO SUCH MODIFICATIONS AND INCLUDING ANY CLAIM THAT THE ABOVE STATED MODIFICATION(S) CONSTITUTES IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

**Palm Beach County
Water Utilities Dept.**

**Poole & Kent Co. of
Florida**

**Palm Beach County Board
of Commissioners**



ENGINEER

Michael K. Gleman, P.E. Proj. Engr.

ADDRESS

P.O. Box 16097

West Palm Beach, FL 33416

DATE 3-4-08



CONTRACTOR

Patrick Carr, Executive V.P.

ADDRESS

1781 NW North River Dr.

Miami, FL 33125

DATE 3-4-08

OWNER

Addie L. Greene, Chairperson

ADDRESS

P.O. Box 16097

West Palm Beach, FL 33416

DATE 3/5/08

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

ATTEST:
Sharon R. Bock, Clerk
and Comptroller:

County Attorney

(Corporate Seal) _____
Deputy Clerk

**LAKE REGION WATER TREATMENT PLANT
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 6**

SCOPE OF WORK

(ALL AS NOT-TO-EXCEED ADDITIONAL LABOR AND MATERIALS)

Provide all additional labor, material and equipment as required to accelerate the Project to provide potable water available for distribution by March 31, 2008; all work in accordance with the Contract Documents.

1. See attached **January 10, 2008** letter from **Poole and Kent**.
2. See attached Poole and Kent "PLANNED ACCELERATION SCHEDULE" dated January 18th, 2008. Payment will be made based upon successful completion of the work items detailed in this schedule.
3. See attached **SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT No. R2008-0257** dated February 26, 2008.
3. In consideration for and as a condition of this Change Order, Poole and Kent Company will provide PBCWUD with a Certificate of Insurance naming the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** as an additional insured for the duration of this project.

COST SUMMARY

<u>DESCRIPTION</u>	<u>ADDITIONS (DELETIONS)</u>	<u>NET CHANGE</u>
Additional/Acceleration Work for WTP Start-up (Mechanical, Flushing)	\$294,000.00	\$294,000.00
Additional/Acceleration Work for WTP Start-up (Electrical Power & Controls)	\$70,000.00	\$70,000.00
Additional/Acceleration Work for WTP Start-up (Instrumentation & Testing)	\$86,000.00	\$86,000.00
Water Treatment Plant Start-up by March 31, 2008	\$50,000.00	<u>\$50,000.00</u>
	TOTAL:	\$500,000.00

LAKE REGION WATER TREATMENT PLANT
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 6

SCHEDULE 1

PARTICIPATION OF SBE/MWBE CONTRACTORS

PROJECT NAME: Lake Region Water Treatment Plant PROJECT NO. WUD 03-169
NAME OF PRIME CONTRACTOR: Poole and Kent Company of Florida CHANGE ORDER NO. 6
CONTACT PERSON: Patrick Carr, Executive V.P. PHONE NO: 305/325-1930 FAX NO: 305/325-9586
CONTRACT DATE: September 17, 2005 DEPARTMENT: Water Utilities

Name, Address and Phone Number of MWBE	Type of Work To Be Performed	Contract Amount			
		Black	Hispanic	Women	Other(Please Specify)
1.		\$	\$	\$	\$ 0
2.		\$	\$	\$	\$ 0
3.		\$	\$	\$	\$ 0
4.		\$	\$	\$	\$ 0
5.		\$	\$	\$	\$ 0
TOTALS		\$	\$	\$	\$ 0

PRIME CONTRACTOR TO COMPLETE:

ORIGINAL CONTRACT PRICE: \$19,727,000.00 ORIGINAL PARTICIPATION: 22.25% overall SBE

ADJUSTED CONTRACT PRICE: \$12,724,791.00 ADJUSTED PARTICIPATION: 24.43% overall SBE

- Change Order #6 increases SBE/M/BE participation; exact amount will be determined by work required to be accelerated.

**LAKE REGION WATER TREATMENT PLANT
PROJECT NO. WUD 03-169
CHANGE ORDER NO. 6**

PROJECT: Lake Region Water Treatment Plant

APPROVAL LIMITS:

CONTRACTOR: Poole and Kent Company
P. O. Box 420556
Miami, Florida 33242-0556

PROJECT NO.: WUD 03-169

RESOLUTION: R2005-1928

DATE APPROVED: September 27, 2007

CONTRACT AMOUNT: 19,727,000.00

DEPARTMENT HEAD

CONTRACT REVIEW
COMMITTEE

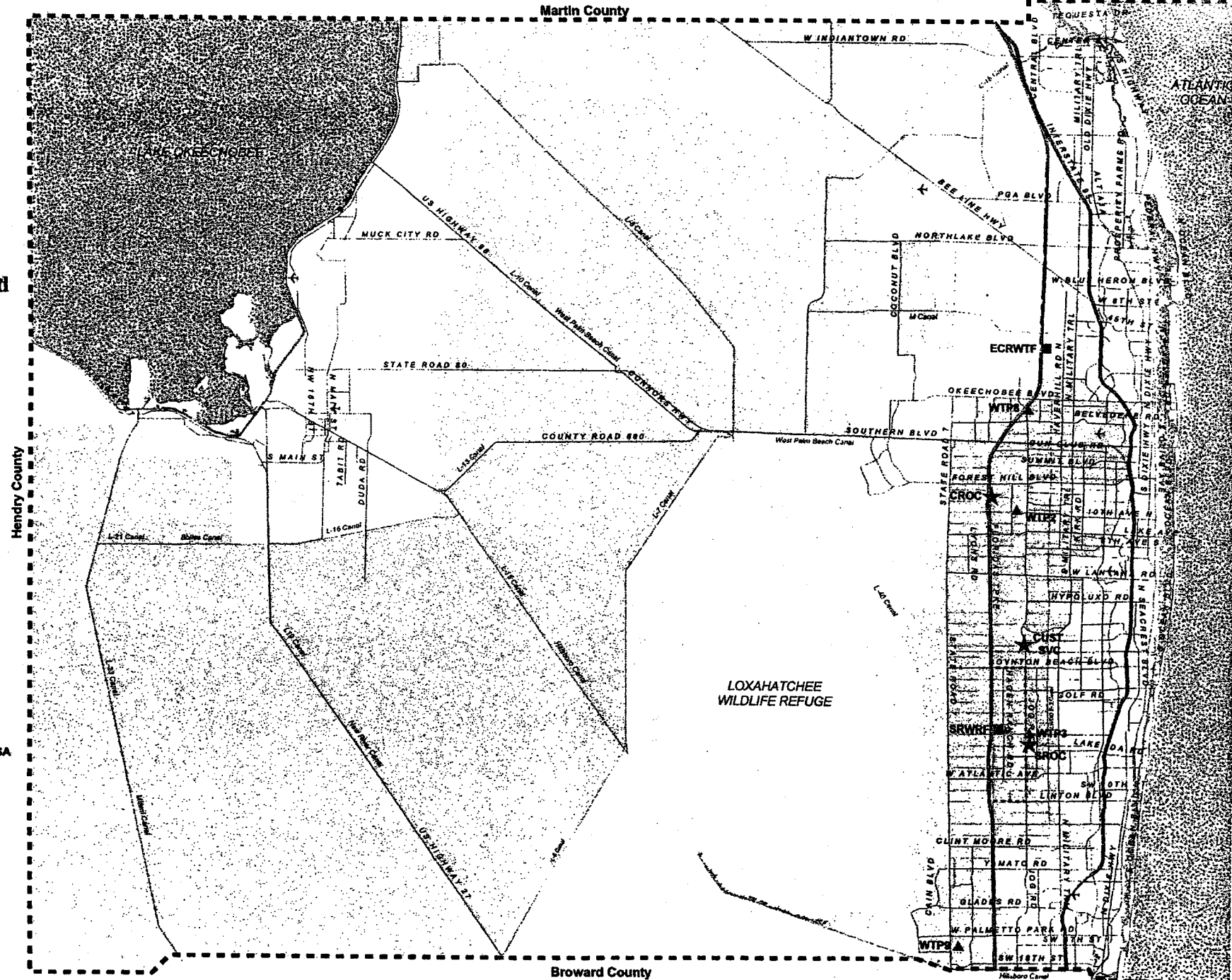
DEPARTMENT HEAD
PLUS CONTRACT REVIEW
COMMITTEE

(Amount)	(Days)	(Amount)	(Days)	(Amount)	(Days)
INDIVIDUAL C.O. \$10,000.00	40 Days	\$50,000.00	200 Days	\$60,000.00	240 Days
CUMMULATIVE C.O. \$25,000.00	100 Days	\$75,000.00	300 Days	\$100,000.00	400 Days

C.O. #	DATE APPROVED	NET CHANGE	DEPARTMENT HEAD (ADDS PLUS DEDUCTS)		CONTRACT REVIEW COMMITTEE (ADDS PLUS DEDUCTS)		TOTAL DEPT. HEAD & CONTRACT REVIEW COMM. (ADDS PLUS DEDUCTS)		BOARD OF COUNTY COMMISSIONERS (ADDS PLUS DEDUCTS)		TOTALS
			AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	
1	10/18/2005	(7,549,033.78)	0	0	0	0	0	0	(7,549,033.78)	0	(7,549,033.78)
2	03/13/07	250,728.00	0	0	0	0	0	0	250,728.00	0	250,728.00
3	08/02/07	44,695.00	44,695.00	0	0	0	44,695.00	0	0	0	0
4	11/20/07	251,402.38	0	0	0	0	0	0	251,402.38	50	251,402.38
5	01/16/08	79,300.00	0	0	79,300.00	0	79,300.00	0	0	0	0
6	Pending	500,000.00	0	0	0	0	0	0	500,000.00	0	500,000.00
TOTAL		(6,422,908.40)	44,695.00	0	79,300.00	0	123,995.00	0	(6,546,903.40)	50	(6,546,903.40)



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



Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- Wetlands



**Poole & Kent****Mechanical Contractors****An EMCOR Company**

Poole & Kent Company of Florida

1781 N.W. North River Drive

Miami, FL 33125

P.O. Box 420556

Miami, FL 33242

Phone: 305.325.1930

Fax: 305.324.0522

January 10, 2008

Palm Beach County WUD
8100 Forest Hill Blvd.
West Palm Beach, FL 33413

Attn: Mike K. Gleman

Re: Lake Region Water Treatment Plant
PBC No. WUD 03-169

Mr. Gleman:

In accordance with our recent discussions, Poole and Kent will accelerate the subject project so to produce potable water for distribution by the end of March 2008.

In order to accelerate the milestone of water production, Poole and Kent and its subcontractors may require some or all of the following implemented as we deem necessary:

- Extended work hours
- Weekend work
- Shift work
- Increase in supervision
- Increase in manpower
- Procure additional tools and equipment for increased workforce
- Procure special tools and/or materials to expedite completion of the work
- Perform work activities out of sequence
- Flexibility to deviate from the specification requirements for startup and testing of equipment and systems.
- Cooperation from regulatory agencies for partial approvals and/or approvals of work in place performed out of sequence
- Cooperation from regulatory agencies for expedited reviews/inspections of work, testing, samples, etc.
- Cooperation from regulatory agencies, Palm Beach County, the surrounding municipalities and other county contracts associated with the Lake Region WTP and/or the Lake Region Wellfield Improvement Project

As a result of this accelerated water production schedule, construction activities required for final completion will continue while the plant is in manual and/or partial operation by Palm Beach County WUD personnel.

www.pkflorida.com

Palm Beach County
1/10/2008
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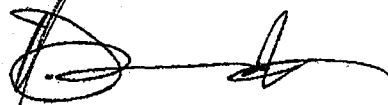
Poole and Kent will submit work tickets weekly to Palm Beach County WUD to verify and document our acceleration efforts. Poole and Kent will require reimbursement on a monthly basis for this acceleration starting with the January 2008 pay estimate.

We estimate that the costs for these acceleration efforts will not exceed \$500,000. Per your request, we will endeavor to have 3 of the 4 membrane skids operational; however, we will need your direction to begin acceleration now, in order to be able to attain the March 31, 2008 goal set forth.

If you should have any questions or comments, please contact the writer immediately.

Very Truly Yours,

Poole and Kent Company of Florida

A handwritten signature in black ink, appearing to read 'Michael Brandao', with a stylized flourish extending to the right.

Michael Brandao
Project Manager

Activity ID	Activity Description	RESP	SUB	Orig Dur	Rem Dur	%	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008													
												JAN	JAN	FEB	FEB	MAR	MAR	APR	APR						
												21	28	4	11	18	25	3	10	17	24	31	7		
LAKE REGION WTP																									
GC100	START ACCELERATION			0	0	100	11JAN08A		11JAN08A																
GC110	WATER TO MUNICIPALITIES			0	0	0		05APR08		31MAR08	-5	WATER TO MUNICIPALITIES *													
OSW1500 START-UP OFFSITE WELLS														START-UP OFFSITE WELLS											
MECHANICAL																									
FL1505	BUILD & INSTALL TEMP PIPING FOR ONSITE FLUSH	MECH		10	0	100	18JAN08A	29JAN08A	18JAN08A	29JAN08A		BUILD & INSTALL TEMP PIPING FOR ONSITE FLUSH													
FL1500	FLUSH OFFSITE RAW WATER	MECH		6	0	100	31JAN08A	01FEB08A	31JAN08A	01FEB08A		FLUSH OFFSITE RAW WATER													
FL1510	FLUSH O/S U/G RW TO FILTERS & WETWELL	MECH		3	0	100	04FEB08A	15FEB08A	04FEB08A	15FEB08A		FLUSH O/S U/G RW TO FILTERS & WETWELL													
FL1535	LOAD (2) CARTRIDGE FILTERS	MECH		1	0	100	15FEB08A	15FEB08A	15FEB08A	15FEB08A		LOAD (2) CARTRIDGE FILTERS													
FL1540	FLUSH A/G PIPING IN BUILDING	MECH		4	2	50	16FEB08A	01MAR08	16FEB08A	25FEB08	-5	FLUSH A/G PIPING IN BUILDING													
FL1515	FLUSH FW LINE CART FILTER TO CONCENTRATE	MECH		3	0	100	16FEB08A	16FEB08A	16FEB08A	16FEB08A		FLUSH FW LINE CART FILTER TO CONCENTRATE													
FL1545	BACT TEST ALL RW, FW, U/G AND A/G PIPING IN BLDG	MECH		5	5	0	19FEB08A	07MAR08	19FEB08A	01MAR08	-5	BACT TEST ALL RW, FW, U/G AND A/G PIPING IN BLDG													
FL1520	INSTALL TEMP PUMPS TO FLUSH PW LINES	MECH		3	0	100						INSTALL TEMP PUMPS TO FLUSH PW LINES													
FL1525	FLUSH PW LINE WETWELL TO MTR PIT	MECH		2	2	0	26FEB08	27FEB08	20FEB08	21FEB08	-5	FLUSH PW LINE WETWELL TO MTR PIT													
FL1530	BACK FLUSH PW LINE TIE-IN TO MTR PIT	MECH		1	1	0	28FEB08	28FEB08	22FEB08	22FEB08	-5	BACK FLUSH PW LINE TIE-IN TO MTR PIT													
FL1550	REMOVE ALL TEMP MATERIAL	MECH		1	1	0	08MAR08	08MAR08	03MAR08	03MAR08	-5	REMOVE ALL TEMP MATERIAL													
ELECTRICAL																									
MB16005	PULL WIRE & TERMINATE @ SODIUM BLOWERS	ELEC		5	4	20	25JAN08A	01MAR08	25JAN08A	22MAR08	18	PULL WIRE & TERMINATE @ SODIUM BLOWERS													
MB16010	INSTALL LIGHTNING PROTECTION @ PARAPETS	ELEC		5	0	100	07FEB08A	14FEB08A	07FEB08A	14FEB08A		INSTALL LIGHTNING PROTECTION @ PARAPETS													
MB16020	COMPLETE ELEC @ ANTISCALANT ROOM	ELEC		2	0	100	09FEB08A	11FEB08A	09FEB08A	11FEB08A		COMPLETE ELEC @ ANTISCALANT ROOM													
TRN16000	PULL WIRE & TERMINATE V PORT VALVES	ELEC	TRNS	4	0	100	09FEB08A	11FEB08A	09FEB08A	11FEB08A		PULL WIRE & TERMINATE V PORT VALVES													
MB16025	COMPLETE ELEC @ CAUSTIC SODA	ELEC		2	0	100	11FEB08A	11FEB08A	11FEB08A	11FEB08A		COMPLETE ELEC @ CAUSTIC SODA													
MB16030	COMPLETE ELEC @ CORROSION INHIBITOR	ELEC		2	0	100	12FEB08A	12FEB08A	12FEB08A	12FEB08A		COMPLETE ELEC @ CORROSION INHIBITOR													
MB16015	COMPLETE ELEC @ SULFURIC ACID	ELEC		2	0	100	13FEB08A	14FEB08A	13FEB08A	14FEB08A		COMPLETE ELEC @ SULFURIC ACID													
TRN16005	TERMINATE SKID PANELS	ELEC	TRNS	1	0	100	13FEB08A	13FEB08A	13FEB08A	13FEB08A		TERMINATE SKID PANELS													
MB16000	PULL WIRE & TERM @ SODIUM HOSE PUMPS & PANEL	ELEC		3	3	0	23FEB08	26FEB08	15MAR08	18MAR08	18	PULL WIRE & TERM @ SODIUM HOSE PUMPS & PANEL													
MECHANICAL																									
MB15045	INSTALL HOSE PUMPS @ SODIUM HYPO SYSTEM	MECH		8	0	100	18JAN08A	26JAN08A	18JAN08A	26JAN08A		INSTALL HOSE PUMPS @ SODIUM HYPO SYSTEM													
TRN15000	INSTALL SAMPLE TUBING TRN 1	MECH	TRNS	1	0	100	18JAN08A	18JAN08A	18JAN08A	18JAN08A		INSTALL SAMPLE TUBING TRN 1													
TRN15005	INSTALL INSTRUMENTATION TUBING TRN 1	MECH	TRNS	1	0	100	19JAN08A	19JAN08A	19JAN08A	19JAN08A		INSTALL INSTRUMENTATION TUBING TRN 1													
TRN15010	INSTALL SAMPLE TUBING TRN 2	MECH	TRNS	3	0	100	19JAN08A	22JAN08A	19JAN08A	22JAN08A		INSTALL SAMPLE TUBING TRN 2													
TRN15015	INSTALL INSTRUMENTATION TUBING TRN 2	MECH	TRNS	4	0	100	21JAN08A	24JAN08A	21JAN08A	24JAN08A		INSTALL INSTRUMENTATION TUBING TRN 2													
TRN15020	INSTALL SAMPLE TUBING TRN 3	MECH	TRNS	3	0	100	23JAN08A	25JAN08A	23JAN08A	25JAN08A		INSTALL SAMPLE TUBING TRN 3													
TRN15025	INSTALL INSTRUMENTATION TUBING TRN 3	MECH	TRNS	4	0	100	25JAN08A	06FEB08A	25JAN08A	06FEB08A		INSTALL INSTRUMENTATION TUBING TRN 3													
TRN15030	INSTALL SAMPLE TUBING TRN 4	MECH	TRNS	3	0	100	26JAN08A	29JAN08A	26JAN08A	29JAN08A		INSTALL SAMPLE TUBING TRN 4													
MB15000	INSTALL HVAC UNITS FOR ELEC RM	MECH		5	0	100	28JAN08A	01FEB08A	28JAN08A	01FEB08A		INSTALL HVAC UNITS FOR ELEC RM													
MB15005	INSTALL REFRIG PIPING FOR ELEC RM AC UNITS	MECH		5	0	100	28JAN08A	08FEB08A	28JAN08A	08FEB08A		INSTALL REFRIG PIPING FOR ELEC RM AC UNITS													
MB15060	INSTALL SULFURIC ACID PUMPS	MECH		2	0	100	28JAN08A	29JAN08A	28JAN08A	29JAN08A		INSTALL SULFURIC ACID PUMPS													
MB15065	INSTALL SULFURIC ACID PIPING	MECH		6	5	25	30JAN08A	07MAR08	30JAN08A	25MAR08	15	INSTALL SULFURIC ACID PIPING													
MB15070	INSTALL HVAC UNITS & PIPING	MECH		4	3	25	31JAN08A	21FEB08	31JAN08A	25FEB08	3	INSTALL HVAC UNITS & PIPING													
TRN15040	INSTALL V PORT BALL VALVES	MECH	TRNS	4	0	100	05FEB08A	06FEB08A	05FEB08A	06FEB08A		INSTALL V PORT BALL VALVES													
TRN15035	INSTALL INSTRUMENTATION TUBING TRN 4	MECH	TRNS	4	4	0	07FEB08A	22FEB08	07FEB08A	27FEB08	4	INSTALL INSTRUMENTATION TUBING TRN 4													
MB15010	INSTALL ELEC RM AC CONTROLS	MECH		5	4	25	14FEB08A	22FEB08	14FEB08A	24MAR08	26	INSTALL ELEC RM AC CONTROLS													
MB15015	INSTALL GRD'S IN ELEC RM	MECH		2	2	0	23FEB08	25FEB08	25MAR08	26MAR08	26	INSTALL GRD'S IN ELEC RM													
MB15080	START-UP & TEST HVAC UNITS	MECH		2	2	0	26FEB08	27FEB08	27MAR08	28MAR08	26	START-UP & TEST HVAC UNITS													
MB15055	INSTALL EXHAUST FANS @ CHEM ROOMS	MECH		4	4	0	27FEB08	01MAR08	23FEB08	27FEB08	-3	INSTALL EXHAUST FANS @ CHEM ROOMS													
MB15085	START-UP & TEST EXHAUST FANS @ CHEM AREA	MECH		2	2	0	28FEB08	29FEB08	29MAR08	31MAR08	26	START-UP & TEST EXHAUST FANS @ CHEM AREA													
MB15075	START-UP & TEST CHEM FEED PUMPS	MECH		4	4	0	03MAR08	06MAR08	28FEB08	03MAR08	-3	START-UP & TEST CHEM FEED PUMPS													
MB15050	START-UP & TEST SODIUM HYPO SYSTEM	MECH		2	2	0	03MAR08	04MAR08	24MAR08	25MAR08	18	START-UP & TEST SODIUM HYPO SYSTEM													
TRN15045	PREOPERATIONAL TESTING OF TRNS	MECH	TRNS	6	6	0	10MAR08	15MAR08	04MAR08	10MAR08	-5	PREOPERATIONAL TESTING OF TRNS													
TRN15050	FLUSHING & SAMPLES	MECH	TRNS	4	4	0	17MAR08	20MAR08	11MAR08	14MAR08	-5	FLUSHING & SAMPLES													
TRN15055	INSTALL MEMBRANES TRNS 1-4	MECH	TRNS	9	9	0	21MAR08	31MAR08	15MAR08	25MAR08	-5	INSTALL MEMBRANES TRNS 1-4													
Start Date 18JAN08 Finish Date 05APR08 Data Date 19FEB08 Run Date 19FEB08 13:10														Early Bar Progress Bar Critical Activity											
ST04														THE POOLE AND KENT CO											
														LAKE REGION WTP											
														PLANNED ACCELERATED SCHEDULE											
														Sheet 1 of 3											
														Date Revision Checked Approved											

Activity ID	Activity Description	RESP	SUB	Orig Dur	Rem Dur	%	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008											
												JAN		FEB		MAR		APR					
TRN15060	FLUSH MEMBRANES & BACT TESTING	MECH	TRNS	5	5	0	01APR08	05APR08	26MAR08	31MAR08	-5	21	28	4	11	18	25	3	10	17	24	31	7
STRUCTURAL														FLUSH MEMBRANES & BACT TESTING									
MB0300	INSTALL STUDS & FRAMING	STRU		1	0	100	18JAN08A	18JAN08A	18JAN08A	18JAN08A		INSTALL STUDS & FRAMING											
MB0310	INSTALL LOUVERS	STRU		8	0	100	18JAN08A	06FEB08A	18JAN08A	06FEB08A		INSTALL LOUVERS											
MB0315	INSTALL EXTERIOR DOORS	STRU		3	0	100	31JAN08A	15FEB08A	31JAN08A	15FEB08A		INSTALL EXTERIOR DOORS											
MB0305	INSTALL DRYWALL	STRU		7	0	100	01FEB08A	08FEB08A	01FEB08A	08FEB08A		INSTALL DRYWALL											
MB0345	INSTALL COPING @ PARAPET WALLS	STRU		21	0	100	02FEB08A	11FEB08A	02FEB08A	11FEB08A		INSTALL COPING @ PARAPET WALLS											
MB0335	PAINT ADMIN AREA	STRU		3	3	0	19FEB08	21FEB08	15FEB08	18FEB08	-3	PAINT ADMIN AREA											
MB0320	INSTALL INTERIOR DOORS	STRU		3	3	0	19FEB08	21FEB08	22FEB08	25FEB08	3	INSTALL INTERIOR DOORS											
MB0340	INSTALL BARREL ROOFING	STRU		8	8	0	19FEB08	27FEB08	22MAR08	31MAR08	28	INSTALL BARREL ROOFING											
MB0330	INSTALL ACOUSTICAL CEILING	STRU		4	4	0	22FEB08	26FEB08	19FEB08	22FEB08	-3	INSTALL ACOUSTICAL CEILING											
MB0325	CONTROL ROOM CASEWORK	STRU		30	30	0	27FEB08	01APR08	26FEB08	31MAR08	-1	CONTROL ROOM CASEWORK											
ELECTRIC														TERMINATE PUMP MOTORS									
CWL1600	TERMINATE PUMP MOTORS	ELEC		1	0	100	18JAN08A	18JAN08A	18JAN08A	18JAN08A		TERMINATE PUMP MOTORS											
CWL1605	TERMINATE VAC PRIME SYSTEM	ELEC		3	3	0	03MAR08	05MAR08	12MAR08	14MAR08	8	TERMINATE VAC PRIME SYSTEM											
CWL1630	COMPLETE CONDUITS AT AMMONIATORS	ELEC		2	2	0	03MAR08	04MAR08	20MAR08	21MAR08	15	COMPLETE CONDUITS AT AMMONIATORS											
CWL1635	PULL WIRE TO AMMONIATORS	ELEC	AM	2	2	0	05MAR08	06MAR08	22MAR08	24MAR08	15	PULL WIRE TO AMMONIATORS											
CWL1615	TERMINATE BLOWERS	ELEC		2	2	0	06MAR08	07MAR08	15MAR08	17MAR08	8	TERMINATE BLOWERS											
CWL1610	PULL & TERMINATE PWR WIRING @ SAMPLE PUMPS	ELEC		2	2	0	06MAR08	07MAR08	26MAR08	29MAR08	19	PULL & TERMINATE PWR WIRING @ SAMPLE PUMPS											
CWL1640	TERMINATE WIRE TO AMMONIATORS	ELEC	AM	2	2	0	07MAR08	08MAR08	25MAR08	26MAR08	15	TERMINATE WIRE TO AMMONIATORS											
CWL1620	TERMINATE RECIRC PUMPS	ELEC		2	2	0	08MAR08	10MAR08	18MAR08	19MAR08	8	TERMINATE RECIRC PUMPS											
CWL1625	PULL & TERMINATE I & C WIRING	ELEC		8	8	0	11MAR08	19MAR08	20MAR08	28MAR08	8	PULL & TERMINATE I & C WIRING											
MECHANICAL														START-UP & TEST VAC PRIME SYSTEM									
CWL1520	START-UP & TEST VAC PRIME SYSTEM	MECH		1	1	0	06MAR08	06MAR08	21MAR08	21MAR08	13	START-UP & TEST VAC PRIME SYSTEM											
CWL1505	START-UP & TEST TRANSFER PUMPS	MECH		4	4	0	07MAR08	11MAR08	22MAR08	26MAR08	13	START-UP & TEST TRANSFER PUMPS											
CWL1500	INSTALL SAMPLE PUMPS & PIPING	MECH		4	4	0	08MAR08	12MAR08	26MAR08	29MAR08	15	INSTALL SAMPLE PUMPS & PIPING											
CWL1545	START-UP & TEST AMMONIATORS	MECH	AM	4	4	0	10MAR08	13MAR08	27MAR08	31MAR08	15	START-UP & TEST AMMONIATORS											
CWL1510	START-UP & TEST BLOWERS & DEGASIFIERS	MECH		2	2	0	12MAR08	13MAR08	27MAR08	28MAR08	13	START-UP & TEST BLOWERS & DEGASIFIERS											
CWL1525	START-UP & TEST SAMPLE PUMPS	MECH		1	1	0	14MAR08	14MAR08	31MAR08	31MAR08	14	START-UP & TEST SAMPLE PUMPS											
CWL1515	START-UP & TEST RECIRC PUMPS	MECH		2	2	0	20MAR08	21MAR08	29MAR08	31MAR08	8	START-UP & TEST RECIRC PUMPS											
STRUCTURAL														RUB CLEARWELL WALLS									
CWL0300	RUB CLEARWELL WALLS	STRU		3	0	100	18JAN08A	18JAN08A	18JAN08A	18JAN08A		RUB CLEARWELL WALLS											
CWL0305	CURE WALLS	STRU		7	0	100	18JAN08A	25JAN08A	18JAN08A	25JAN08A		CURE WALLS											
CWL0310	PAINT CLEARWELL	STRU		3	0	100	26JAN08A	26JAN08A	26JAN08A	26JAN08A		PAINT CLEARWELL											
CWL0315	CURE PAINT @ CLEARWELL	STRU		6	6	0	28JAN08A	25FEB08	28JAN08A	19FEB08	-5	CURE PAINT @ CLEARWELL											
ELECTRIC														PULL FPL GROUNDS									
FPL1600	PULL FPL GROUNDS	ELEC		1	0	100	24JAN08A	24JAN08A	24JAN08A	24JAN08A		PULL FPL GROUNDS											
FPL1605	FPL ENERGIZE PLANT	ELEC		1	0	100	14FEB08A	14FEB08A	14FEB08A	14FEB08A		FPL ENERGIZE PLANT											
ELECTRIC														DELIVER ALL LUGS									
D16210	DELIVER ALL LUGS	ELEC		10	0	100	06FEB08A	06FEB08A	06FEB08A	06FEB08A		DELIVER ALL LUGS											
GEN16000	TERM GENERATOR	ELEC		1	0	100	07FEB08A	07FEB08A	07FEB08A	07FEB08A		TERM GENERATOR											
GEN16005	TERMINATE GEN MAIN BREAKER	ELEC		2	0	100	08FEB08A	12FEB08A	08FEB08A	12FEB08A		TERMINATE GEN MAIN BREAKER											
GEN16010	INSTALL BATTERY CHARGERS	ELEC		2	2	0	19FEB08	20FEB08	09MAR08	07MAR08	14	INSTALL BATTERY CHARGERS											
GEN16015	INSTALL & TERM REMAINING CONDUITS & WIRING	ELEC		12	12	0	21FEB08	05MAR08	08MAR08	21MAR08	14	INSTALL & TERM REMAINING CONDUITS & WIRING											
MECHANICAL														COMPLETE FUEL OIL SUPPLY & RETURN PIPING									
GEN15000	COMPLETE FUEL OIL SUPPLY & RETURN PIPING	MECH		3	3	0	06MAR08	08MAR08	22MAR08	23MAR08	14	COMPLETE FUEL OIL SUPPLY & RETURN PIPING											
GEN15005	FILL GENERATOR STORAGE TANKS	MECH		1	1	0	10MAR08	10MAR08	26MAR08	26MAR08	14	FILL GENERATOR STORAGE TANKS											
GEN15010	START - UP & TEST DAY TANKS	MECH		2	2	0	11MAR08	12MAR08	27MAR08	28MAR08	14	START - UP & TEST DAY TANKS											
GEN15015	START - UP & TEST GENERATOR	MECH		2	2	0	13MAR08	14MAR08	29MAR08	31MAR08	14	START - UP & TEST GENERATOR											
ELECTRIC														PULL CABLES VFD'S - PUMPS									
HSP16005	PULL CABLES VFD'S - PUMPS	ELEC		3	0	100	26JAN08A	26JAN08A	26JAN08A	26JAN08A		PULL CABLES VFD'S - PUMPS											
HSP16010	MEGGER TEST CABLE	ELEC		2	0	100	04FEB08A	06FEB08A	04FEB08A	06FEB08A		MEGGER TEST CABLE											
HSP16000	TERMINATE MCC3 & MCC4	ELEC		3	0	100	11FEB08A	14FEB08A	11FEB08A	14FEB08A		TERMINATE MCC3 & MCC4											
HSP16015	TERMINATE VFD'S & PUMPS	ELEC		2	0	100	16FEB08A	18FEB08A	16FEB08A	18FEB08A		TERMINATE VFD'S & PUMPS											

Start Date

Finish Date

Date Date

Run Date

18JAN08

05APR08

19FEB08

19FEB08 13:10

Early Bar

Progress Bar

Critical Activity

ST04

THE POOLE AND KENT CO

LAKE REGION WTP

PLANNED ACCELERATED SCHEDULE

Sheet 2 of 3

Date	Revision	Checked	Approved

Activity ID	Activity Description	RESP	SUB	Orig Dur	Rem Dur	%	Early Start	Early Finish	Late Start	Late Finish	Total Float	2008															
HSP16020	CONDUITS, WIRE & TERM VFD'S - VFD FILTERS	ELEC		4	3	25	18FEB08A	05MAR08	18FEB08A	22MAR08	15	JAN	21	28	4	FEB	11	18	25	3	MAR	10	17	24	31	APR	7
HSP16025	TRIM OUT ELECTRIC ROOM	ELEC		5	5	0	06MAR08	11MAR08	24MAR08	28MAR08	15										CONDUITS, WIRE & TERM VFD'S - VFD FILTERS						
HSP15000	COMPLETE PIPING @ PUMPS	MECH		1	0	100	23JAN08A	23JAN08A	23JAN08A	23JAN08A											TRIM OUT ELECTRIC ROOM						
HSP15005	START - UP & TEST HIGH SERVICE PUMPS	MECH		2	2	0	12MAR08	13MAR08	29MAR08	31MAR08	15										START - UP & TEST HIGH SERVICE PUMPS						
MB1500A	DELIVER A/C UNITS	MECH		1	0	100	23JAN08A	23JAN08A	23JAN08A	23JAN08A																	
MB0350	INSTALL ACOUSTICAL CEILING GRID IN ELEC RM	STRU		1	1	0	29JAN08A	19FEB08	29JAN08A	18FEB08	-1																

Start Date 18JAN08
 Finish Date 05APR08
 Data Date 19FEB08
 Run Date 19FEB08 13:10

Early Bar
 Progress Bar
 Critical Activity

ST04

THE POOLE AND KENT CO
 LAKE REGION WTP
 PLANNED ACCELERATED SCHEDULE

Sheet 3 of 3

Date	Revision	Checked	Approved



ORIGINAL

R2008.0257

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT**

AGREEMENT NO. 4600001315

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY WATER UTILITIES

THIS AGREEMENT is entered into as of FEB 26 2008 by and between the South Florida Water Management District (**DISTRICT**) and Palm Beach County Water Utilities (**ENTITY**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **ENTITY** for the acceleration of construction of the Lake Region Water Treatment Plant; and

WHEREAS, the **ENTITY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT**, at its January 8, 2008 meeting, approved entering into this **AGREEMENT** with the **ENTITY**; and

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **ENTITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the acceleration of construction of the Lake Region Water Treatment Plant.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of two (2) months.
3. The total **DISTRICT** contribution shall not exceed the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$500,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to 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 **ENTITY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **ENTITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **ENTITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **ENTITY** shall cost share in the total amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) in conformity with the laws and regulations governing the **ENTITY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **ENTITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **ENTITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date unless authorized through execution of an amendment to cover succeeding periods.
7. The **ENTITY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **ENTITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **ENTITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **ENTITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **ENTITY** 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 "A", 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 **ENTITY** under this **AGREEMENT** shall be deemed to be the property of the **ENTITY** upon completion of this **AGREEMENT**. The **ENTITY** shall retain all ownership to tangible property.
9. The **ENTITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **ENTITY** and the officers, employees, servants and agents thereof. The **ENTITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **ENTITY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **ENTITY** subcontracts any part or all of the work hereunder to any third party, the **ENTITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **ENTITY**. Any contract awarded by the **ENTITY** shall include a provision whereby the **ENTITY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **ENTITY's** subcontract.
10. The **ENTITY** 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.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **ENTITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT**

without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **ENTITY**, 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 **ENTITY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **ENTITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **ENTITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **ENTITY** 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 **ENTITY**.
16. The **ENTITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **ENTITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The **ENTITY** 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 (5) years from the expiration date of this **AGREEMENT**.

B. Examination of Records: The **DISTRICT** or 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 (5) years from the expiration date of this **AGREEMENT**.

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 **ENTITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **ENTITY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **ENTITY** as set forth in Exhibit "C". The **ENTITY** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's

Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the ENTITY's financial and non-financial records to the extent necessary to monitor the ENTITY's use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this AGREEMENT shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Ashie Akpoji, Project Manager
Telephone No.: (561) 682-2571
Attn: Betty Thayer, Contract Specialist
Telephone No.: (561) 682-6011

Address:
P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

Palm Beach County Water Utilities

Attn: Sylvia Jackson-Hamilton, Project Manager
Telephone No.: (561) 493-6135
Address:
8100 Forest Hill Blvd.
West Palm Beach, FL 33416

19. ENTITY recognizes that any representations, statements or negotiations made by DISTRICT staff do not suffice to legally bind 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.
20. This AGREEMENT may be amended, extended or renewed only with the written approval of the parties. The DISTRICT shall be responsible for initiating any amendments to this AGREEMENT, if required.
21. This AGREEMENT, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this AGREEMENT will bind any of the parties to perform beyond their respective authority, nor does this AGREEMENT alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. 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.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this AGREEMENT by the parties 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.
24. Any dispute arising under this AGREEMENT which cannot be readily resolved shall be submitted jointly to the signatories of this AGREEMENT with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This AGREEMENT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this AGREEMENT.
26. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:
(a) Terms and Conditions outlined in preceding paragraphs 1 – 24
(b) Exhibit "A" Statement of Work
(c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

By: 

Frank Hayden, Director of Procurement

SM

SFWMD PROCUREMENT APPROVED

By: 

Date: 2/5/08

SM

R2008. 0257

FEB 26 2008

PALM BEACH COUNTY BOCC

By: 

Addie L. Greene

Title: Chairperson

Approved as to Terms
And conditions:

BS 2/8/08

By: 

Department Director

Approved as to form and
Legal Sufficiency:

By: 

County Attorney

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By: 

Deputy Clerk

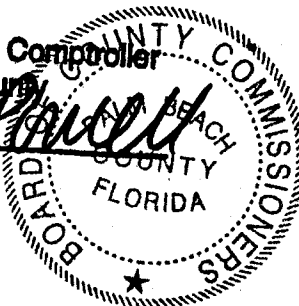


EXHIBIT "A"

STATEMENT OF WORK

Accelerated Construction of the Lake Region Water Treatment Plant

Introduction

The Palm Beach County Water Utilities Department (PBCWUD) has designed and is currently constructing 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 \$58 million. The project is being managed and funded by Palm Beach County and is scheduled to be completed by August 2008. To accelerate the completion of the project before the height of the dry season and lower lake issues, Palm Beach County requested funding assistance from the South Florida Water Management District (SFWMD). At their January 8, 2008 meeting, the District's Governing Board approved funding assistance not to exceed \$500,000.00 to accelerate completion and start-up of the LRWTP. Palm Beach County will provide a 60-percent funding match of \$750,000.00.

Background

Palm Beach County is undertaking, and South Florida Water Management District is fully supporting, the construction of a new LRWTP to replace the aging plants currently serving the cities of Belle Glade, Pahokee and South Bay. The three water treatment plants currently pump raw water from Lake Okeechobee. In order to meet existing and future water quality standards the new Lake Region Plant will draw water from the brackish Upper Floridan Aquifer, a deep (900-ft to 1200-ft) groundwater source, and treat the water using reverse-osmosis technology. The new facility, managed by Palm Beach County, will wholesale water to each of the three cities. Each city will, therefore, retain its own distribution and retail responsibilities. The new plant will be centrally located on a 21-acre property near the City of Belle Glade. Centralization of the plant will provide economies of scale, resulting in reduced cost to the residents of the tri-city community of 25,000 people. The design of the plant was completed in autumn of 2005 and the startup of the plant is anticipated in spring of 2008 under the accelerated schedule.

The cities of Belle Glade, Pahokee, South Bay and the unincorporated areas of the Lake Region are facing many challenges regarding current and future public water supply. The challenges include outmoded plants, poor water quality, low water levels in Lake Okeechobee during drought periods, competition with Everglades restoration and other water management goals, a rapidly changing regulatory environment (i.e., future water quality standards will be more stringent) and funding problems. The Tri-Cities have all periodically been under consent order by the Palm Beach County Health Department for various types of violations, but primarily related to drinking water quality. All three cities

face problems related to color, odor and taste. Future changes in drinking-water regulations will likely make all three treatment plants obsolete. Furthermore, the use of Lake Okeechobee water for Everglades' restoration and other water management purposes (e.g. flood control, minimal flows and levels) are in conflict with its use for urban drinking water supply.

The LRWTP will help the communities of Belle Glade, Pahokee and South Bay switch away from dependence on Lake Okeechobee as the source of public water supply. The Floridan Aquifer will offer a drought-proof source of public water supply. The use of groundwater from the Floridan Aquifer will improve water quality. This project supports the District's efforts to maintain minimum flows and levels in Lake Okeechobee by reducing demands on Lake Okeechobee during drought periods. The project results in more water for restoration of the Everglades by reducing withdrawals from the Lake during normal rainfall years. Finally, the project will contribute to the socio-economic development of the Lake Region.

Scope of Work

This statement of work represents an acceleration of the construction of the LRWTP project that was started with the design in FY-2004. This agreement defines the scope of work for the acceleration of the construction of the LRWTP for FY-2008, and produce potable drinking water, available for the cities of Belle Glade, Pahokee and South Bay by March 31, 2008.

The scope of services for work funded in FY-2008 is described in the following work breakdown structure.

Work Breakdown Structure

Palm Beach County awarded the LRWTP and well field improvement construction contracts to the Poole and Kent Company. The construction activities covered under this agreement will consist of the following tasks:

Task 1: Poole & Kent WTP Construction Contract #R-2005-1928, project #03-169 – equipment, piping, materials and labor critical to the acceleration of the start-up of the LRWTP by March 31, 2008. It is expressly understood that technical issues and difficulties may arise that would impact the March 31, 2008 date. SFWMD expressly acknowledges that PBCWUD will incur additional expenses to accelerate the construction of the plant to meet the March 31, 2008 date. As stated in this agreement, and depicted in Exhibit "B", County will endeavor to complete the deliverables on or before March 31, 2008.

Task 2: Installation of treatment plant appurtenances pursuant to Poole and Kent.

Task 3: Weekly status report to the SFWMD project manager.

Task 4: Recipient shall submit to the project manager a Final Report summarizing all equipment, materials and labor in detail.

Summary Schedule of Tasks and Deliverables:

The Lake Region Water Treatment Plant construction contract was awarded to Poole & Kent Company on September 27, 2005. Deliverables will consist of, but not be limited to construction labor costs, materials, and equipment directly related to the start-up operation of the LRWTP, related appurtenances and weekly status reports to the SFWMD project manager.

In order to ensure that Palm Beach County provides a 60-percent matching funding, under no circumstances shall payment by the District, for either total or partial completion of the deliverables identified in this Exhibit "B" be made without a demonstrated equal or greater County matching expenditure.

The County shall submit to the District deliverables in accordance with Exhibit "B" and attached hereto as a part of the Statement of Work.

EXHIBIT "B"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

- A summary deliverable and payment schedule associated with this project is set forth below, including specific deliverables associated with each task and due dates for all deliverables.
- All deliverables submitted hereunder are subject to review and acceptance by the **District**. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of project invoices in accordance with the schedule set forth below. All invoices shall be accompanied by adequate documentation to demonstrate completion of each task in accordance with Statement of Work, Exhibit "A", requirements.
- Total payment by the **District** for all work completed herein shall not exceed the amount of \$500,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** will be subject to 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.
- Cost of deliverables may vary and adjustment of the table will be allowed to match actual expenditures while retaining the funding objectives of \$1,250,000.00 total expenditures with \$500,000.00 to be reimbursed by the District.

Task No.	Deliverables	Due Date	Payment By District FY 2008	Payment By County FY 2008
1	Poole & Kent WTP Construction Contract #R-2005-1928, project #03-169 – equipment, piping, materials and labor critical to the accelerated schedule and the start-up of the LRWTP by March 31, 2008.	3/31/08	\$500,000	\$0.00
2	Poole and Kent WTP Construction Contract – Treatment Plant Appurtenances – EPA Federal Funds	3/31/08	\$0.00	\$750,000
3	Weekly status reports to the SFWMD Project Manager	Weekly – 3/31/08	0.00	\$0.00
4	Final Report			
	Totals County Contribution			\$750,000
	Total District Payment		\$500,000	

County will use its best efforts to complete all deliverables detailed in this agreement and depicted in "Exhibit A" on or before March 31, 2008.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002313362-15

PRODUCER

MARSH USA Inc.
601 Merritt 7
Norwalk, CT 06856-6010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A LEXINGTON INSURANCE COMPANY

COMPANY

B ZURICH AMERICAN INSURANCE COMPANY

COMPANY

C NORTH RIVER INSURANCE COMPANY

COMPANY

D LANDMARK AMERICAN INSURANCE CO

332800-ALL-PROP-07-08

P&K FL AllRsk

INSURED

POOLE AND KENT COMPANY OF FLORIDA
1781 N.W. NORTH RIVER DRIVE
MIAMI, FL 33125

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

8

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
					EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
A	OTHER PROPERTY	4271170	10/01/07	10/01/08	ALL RISK \$20,853,125.38
B	BOILER AND MACHINERY	BM 9306418-05	10/01/07	10/01/08	
C		321-17409118	10/01/07	10/01/08	
D		LHD354771	10/01/07	10/01/08	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA (A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA), PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES AND SOUTH FLORIDA WATER MANAGEMENT ARE NAMED AS LOSS PAYEE AND INCLUDED AS ADDITIONAL INSURED, ATIMA, WITH RESPECTS TO LAKE REGION WATER TREATMENT PLANT - PROJECT NO. 03-169, CONTRACT VALUE \$20,853,125.38

CERTIFICATE HOLDER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FL
C/O THE PALM BEACH COUNTY WATER UTILITIES
DEPARTMENT
PO BOX 16097
WEST PALM BEACH, FL 33416-6097

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.AUTHORIZED REPRESENTATIVE
Marsh USA Inc.

BY: Jamie Kagan

J A Kagan

MM1(3/02)

VALID AS OF:03/04/08

ADDITIONAL INFORMATION		NYC-002313362-15	DATE (MM/DD/YY) 03/04/08
PRODUCER MARSH USA Inc. 601 Merritt 7 Norwalk, CT 06856-6010		COMPANIES AFFORDING COVERAGE	
332800-ALL-PROP-07-08 P&K FL AllRsk		COMPANY E N/A	
		COMPANY F N/A	
INSURED POOLE AND KENT COMPANY OF FLORIDA 1781 N.W. NORTH RIVER DRIVE MIAMI, FL 33125		COMPANY G N/A	
		COMPANY H N/A	
TEXT E: AMERICAN ALTERNATIVE INS. CO.: 58-A2-E1-0000056-03 10/01/07-10/01/08 F: XL INSURANCE AMERICA, INC.:US00008294CA07A 10/01/07-10/01/08 G:LANDMARK AMERICAN INSURANCE COMPANY:LHD354773 10/01/07-10/01/08 h: FEDERAL INSURANCE COMPANY: 6632766-10/1/07-10/1/08			
CERTIFICATE HOLDER BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FL C/O THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT PO BOX 16097 WEST PALM BEACH, FL 33416-6097			
		Marsh USA Inc. Jamie Kagan	
		J H A Kagan	
Page			



R2008 0257

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT****AGREEMENT NO. 4600001315****BETWEEN THE****SOUTH FLORIDA WATER MANAGEMENT DISTRICT****AND****PALM BEACH COUNTY WATER UTILITIES**

THIS AGREEMENT is entered into as of FEB 26 2008 by and between the South Florida Water Management District (**DISTRICT**) and Palm Beach County Water Utilities (**ENTITY**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **ENTITY** for the acceleration of construction of the Lake Region Water Treatment Plant; and

WHEREAS, the **ENTITY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT**, at its January 8, 2008 meeting, approved entering into this **AGREEMENT** with the **ENTITY**; and

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **ENTITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the acceleration of construction of the Lake Region Water Treatment Plant.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of two (2) months.
3. The total **DISTRICT** contribution shall not exceed the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$500,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to 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 **ENTITY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **ENTITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **ENTITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **ENTITY** shall cost share in the total amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) in conformity with the laws and regulations governing the **ENTITY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **ENTITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **ENTITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date unless authorized through execution of an amendment to cover succeeding periods.
7. The **ENTITY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **ENTITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **ENTITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **ENTITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **ENTITY** 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 "A", 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 **ENTITY** under this **AGREEMENT** shall be deemed to be the property of the **ENTITY** upon completion of this **AGREEMENT**. The **ENTITY** shall retain all ownership to tangible property.
9. The **ENTITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **ENTITY** and the officers, employees, servants and agents thereof. The **ENTITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **ENTITY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **ENTITY** subcontracts any part or all of the work hereunder to any third party, the **ENTITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **ENTITY**. Any contract awarded by the **ENTITY** shall include a provision whereby the **ENTITY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **ENTITY's** subcontract.
10. The **ENTITY** 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.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **ENTITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT**

without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **ENTITY**, 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 **ENTITY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **ENTITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **ENTITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **ENTITY** 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 **ENTITY**.
16. The **ENTITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **ENTITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
 - A. Maintenance of Records: The **ENTITY** 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 (5) years from the expiration date of this **AGREEMENT**.
 - B. Examination of Records: The **DISTRICT** or 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 (5) years from the expiration date of this **AGREEMENT**.
 - 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 **ENTITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **ENTITY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
 - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **ENTITY** as set forth in Exhibit "C". The **ENTITY** shall maintain all financial/non-financial records through:
 - (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
 - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
 - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year
 - B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's

Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **ENTITY's** financial and non-financial records to the extent necessary to monitor the **ENTITY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Ashie Akpoji, Project Manager
Telephone No.: (561) 682-2571
Attn: Betty Thayer, Contract Specialist
Telephone No.: (561) 682-6011

Address:
P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680


Palm Beach County Water Utilities

Attn: Sylvia Jackson-Hamilton, Project Manager
Telephone No.: (561) 493-6135
Address:
8100 Forest Hill Blvd.
West Palm Beach, FL 33416

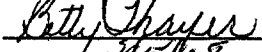
19. **ENTITY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. 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.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties 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.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
(a) Terms and Conditions outlined in preceding paragraphs 1 - 24
(b) Exhibit "A" Statement of Work
(c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

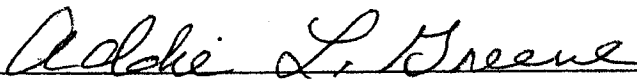
By: 
Frank Hayden, Director of Procurement *ghm*

SFWMD PROCUREMENT APPROVED

By: 
Date: 2/5/08 *ghm*

R2008.0257
FEB 26 2008

PALM BEACH COUNTY BOCC

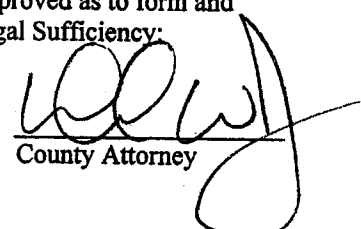
By: 
Addie L. Greene

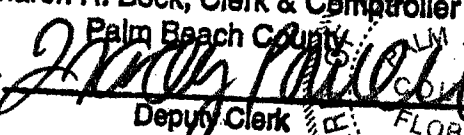
Title: Chairperson

Approved as to Terms
And conditions:

By: 
Department Director

Approved as to form and
Legal Sufficiency:

By: 
County Attorney

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By: 
Deputy Clerk

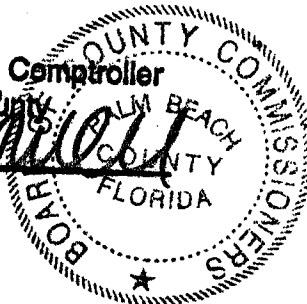


EXHIBIT "A"

STATEMENT OF WORK

Accelerated Construction of the Lake Region Water Treatment Plant

Introduction

The Palm Beach County Water Utilities Department (PBCWUD) has designed and is currently constructing 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 \$58 million. The project is being managed and funded by Palm Beach County and is scheduled to be completed by August 2008. To accelerate the completion of the project before the height of the dry season and lower lake issues, Palm Beach County requested funding assistance from the South Florida Water Management District (SFWMD). At their January 8, 2008 meeting, the District's Governing Board approved funding assistance not to exceed \$500,000.00 to accelerate completion and start-up of the LRWTP. Palm Beach County will provide a 60-percent funding match of \$750,000.00.

Background

Palm Beach County is undertaking, and South Florida Water Management District is fully supporting, the construction of a new LRWTP to replace the aging plants currently serving the cities of Belle Glade, Pahokee and South Bay. The three water treatment plants currently pump raw water from Lake Okeechobee. In order to meet existing and future water quality standards the new Lake Region Plant will draw water from the brackish Upper Floridan Aquifer, a deep (900-ft to 1200-ft) groundwater source, and treat the water using reverse-osmosis technology. The new facility, managed by Palm Beach County, will wholesale water to each of the three cities. Each city will, therefore, retain its own distribution and retail responsibilities. The new plant will be centrally located on a 21-acre property near the City of Belle Glade. Centralization of the plant will provide economies of scale, resulting in reduced cost to the residents of the tri-city community of 25,000 people. The design of the plant was completed in autumn of 2005 and the startup of the plant is anticipated in spring of 2008 under the accelerated schedule.

The cities of Belle Glade, Pahokee, South Bay and the unincorporated areas of the Lake Region are facing many challenges regarding current and future public water supply. The challenges include outmoded plants, poor water quality, low water levels in Lake Okeechobee during drought periods, competition with Everglades restoration and other water management goals, a rapidly changing regulatory environment (i.e., future water quality standards will be more stringent) and funding problems. The Tri-Cities have all periodically been under consent order by the Palm Beach County Health Department for various types of violations, but primarily related to drinking water quality. All three cities

face problems related to color, odor and taste. Future changes in drinking-water regulations will likely make all three treatment plants obsolete. Furthermore, the use of Lake Okeechobee water for Everglades' restoration and other water management purposes (e.g. flood control, minimal flows and levels) are in conflict with its use for urban drinking water supply.

The LRWTP will help the communities of Belle Glade, Pahokee and South Bay switch away from dependence on Lake Okeechobee as the source of public water supply. The Floridan Aquifer will offer a drought-proof source of public water supply. The use of groundwater from the Floridan Aquifer will improve water quality. This project supports the District's efforts to maintain minimum flows and levels in Lake Okeechobee by reducing demands on Lake Okeechobee during drought periods. The project results in more water for restoration of the Everglades by reducing withdrawals from the Lake during normal rainfall years. Finally, the project will contribute to the socio-economic development of the Lake Region.

Scope of Work

This statement of work represents an acceleration of the construction of the LRWTP project that was started with the design in FY-2004. This agreement defines the scope of work for the acceleration of the construction of the LRWTP for FY-2008, and produce potable drinking water, available for the cities of Belle Glade, Pahokee and South Bay by March 31, 2008.

The scope of services for work funded in FY-2008 is described in the following work breakdown structure.

Work Breakdown Structure

Palm Beach County awarded the LRWTP and well field improvement construction contracts to the Poole and Kent Company. The construction activities covered under this agreement will consist of the following tasks:

Task 1: Poole & Kent WTP Construction Contract #R-2005-1928, project #03-169 – equipment, piping, materials and labor critical to the acceleration of the start-up of the LRWTP by March 31, 2008. It is expressly understood that technical issues and difficulties may arise that would impact the March 31, 2008 date. SFWMD expressly acknowledges that PBCWUD will incur additional expenses to accelerate the construction of the plant to meet the March 31, 2008 date. As stated in this agreement, and depicted in Exhibit "B", County will endeavor to complete the deliverables on or before March 31, 2008.

Task 2: Installation of treatment plant appurtenances pursuant to Poole and Kent.

Task 3: Weekly status report to the SFWMD project manager.

Task 4: Recipient shall submit to the project manager a Final Report summarizing all equipment, materials and labor in detail.

Summary Schedule of Tasks and Deliverables:

The Lake Region Water Treatment Plant construction contract was awarded to Poole & Kent Company on September 27, 2005. Deliverables will consist of, but not be limited to construction labor costs, materials, and equipment directly related to the start-up operation of the LRWTP, related appurtenances and weekly status reports to the SFWMD project manager.

In order to ensure that Palm Beach County provides a 60-percent matching funding, under no circumstances shall payment by the District, for either total or partial completion of the deliverables identified in this Exhibit "B" be made without a demonstrated equal or greater County matching expenditure.

The County shall submit to the District deliverables in accordance with Exhibit "B" and attached hereto as a part of the Statement of Work.

EXHIBIT "B"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

- A summary deliverable and payment schedule associated with this project is set forth below, including specific deliverables associated with each task and due dates for all deliverables.
- All deliverables submitted hereunder are subject to review and acceptance by the **District**. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of project invoices in accordance with the schedule set forth below. All invoices shall be accompanied by adequate documentation to demonstrate completion of each task in accordance with Statement of Work, Exhibit "A", requirements.
- Total payment by the **District** for all work completed herein shall not exceed the amount of \$500,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** will be subject to 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.
- Cost of deliverables may vary and adjustment of the table will be allowed to match actual expenditures while retaining the funding objectives of \$1,250,000.00 total expenditures with \$500,000.00 to be reimbursed by the District.

Task No.	Deliverables	Due Date	Payment By District FY 2008	Payment By County FY 2008
1	Pool & Kent WTP Construction Contract #R-2005-1928, project #03-169 -- equipment, piping, materials and labor critical to the accelerated schedule and the start-up of the LRWTP by March 31, 2008.	3/31/08	\$500,000	\$0.00
2	Pool and Kent WTP Construction Contract -- Treatment Plant Appurtenances -- EPA Federal Funds	3/31/08	\$0.00	\$750,000
3	Weekly status reports to the SFWMD Project Manager	Weekly -- 3/31/08	0.00	\$0.00
4	Final Report			
	Totals County Contribution			\$750,000
	Total District Payment		\$500,000	

County will use its best efforts to complete all deliverables detailed in this agreement and depicted in "Exhibit A" on or before March 31, 2008.

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, certify
this to be a true and correct copy of the original
filed in my office on FEB 26 2008
dated at West Palm Beach, FL on 2-23-2008
By: Sharon R. Bock
Deputy Clerk