

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

Meeting Date: June 19, 2012

Consent ☒
Public Hearing ☐

Regular []

Department: Water Utilities Department

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 (WUD) has been providing contract operations and maintenance services for these facilities since 1996. The current operations and maintenance agreement expired on June 12, 2012. The District has requested that the Department continue to provide operation and maintenance services. Under this Agreement, WUD will operate and maintain these facilities for five (5) years. The District will continue to pay WUD an annual fee for its services. The annual fee for the first year is \$94,352.67. Charges for subsequent years will be adjusted by the U.S. Department of Labor's Consumer Price Index. Additional charges will apply for laboratory services and other additional services. 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: WUD currently provides contract operations and maintenance services for water and wastewater treatment plants owned by the District. The District requests WUD continue to provide such services for their three (3) treatment facilities. Under the terms of this Agreement, WUD will provide operations and maintenance services for five (5) years. The District will continue to pay WUD an annual fee for its services. WUD's staff will make daily routine visits for operation and maintenance purposes, provide necessary chemicals, and testing services, and ensure 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. Three (3) Original Interlocal Agreements

Recommended By:

Department Director

5/25/12

Date _____

Approved By:

Assistant County Administrator

6/2/12

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	0	0	0	0	0
External Revenues	(94,353)	(97,184)	(100,000)	(103,103)	(106,196)
Operating Expenses	<u>\$94,353</u>	<u>\$97,184</u>	<u>\$100,100</u>	<u>\$103,103</u>	<u>\$106,196</u>
In-Kind Match County					
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4001 Dept 720 Unit 2536 Object VARIOUS

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 WUD for operation and maintenance services. Estimated revenue for 2013-2016 assumes a CPI increase of 3% each year.

C. Department Fiscal Review: Delia M. West

III. REVIEW COMMENTS

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

[Signature] 5/31/2012
OFMB
5/30/12
5/29/12

[Signature] 6/7/12
Contract Development and Control
6-7-12 [Signature]

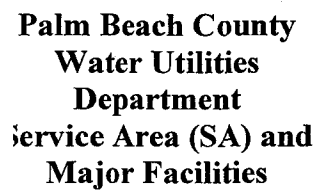
B. Legal sufficiency:

[Signature] 6/11/12
Assistant County Attorney

C. Other Department Review:

Department Director

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



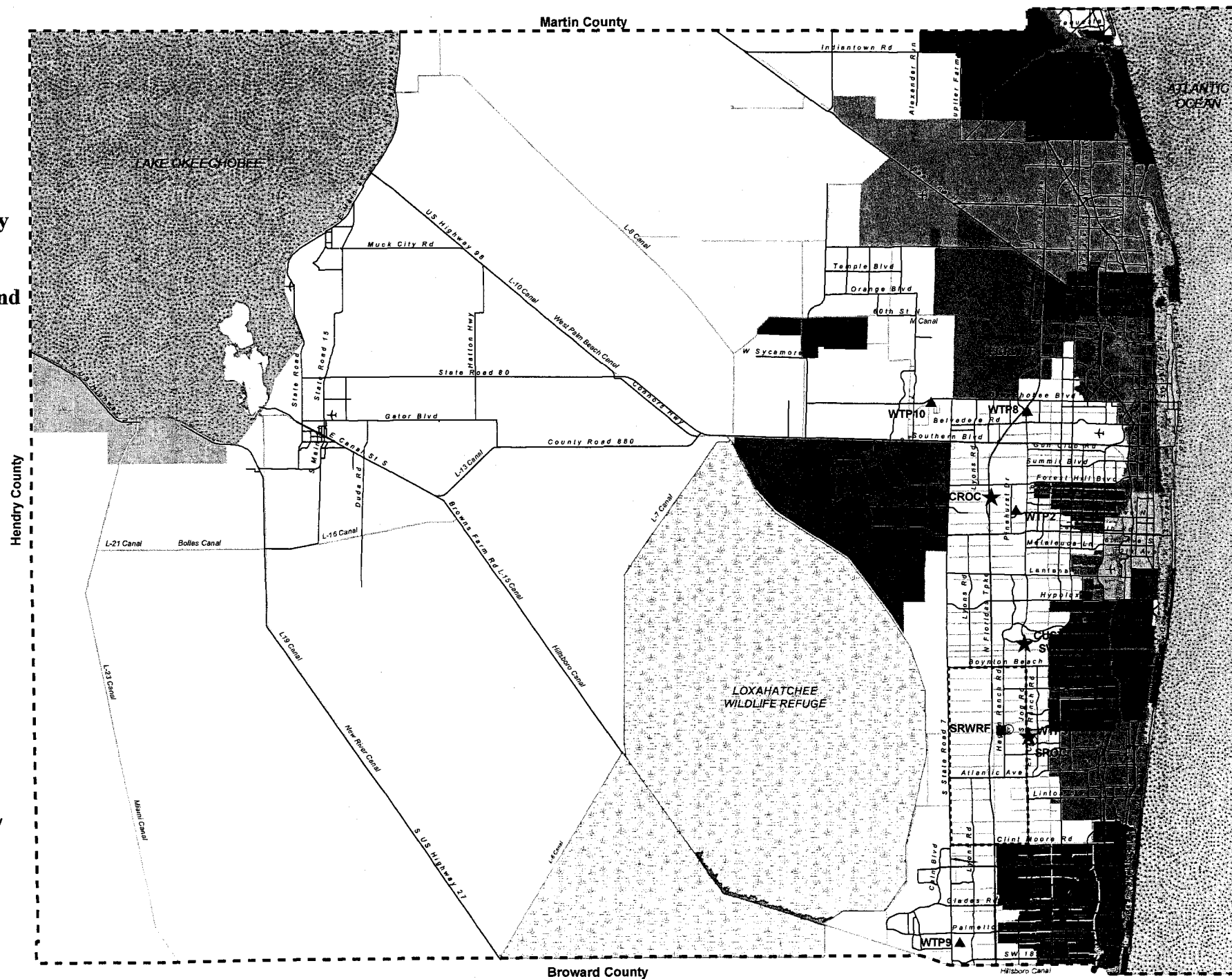
Attachment 1

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, WASTEWATER, AND RECLAIMED FACILITIES**

This Agreement is made and entered into this ____ day of _____, 2012, 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 expired on June 11, 2007; and

WHEREAS, the County and District entered into an Agreement for the Operation and Maintenance of Water and Wastewater Facilities on July 10, 2007 (R 2007-1127) (hereinafter the "2007" Agreement"), which expires on June 12, 2012;

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") commencing June 13, 2012. Each party reserves the right to terminate this Agreement with 120 days prior written 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 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	\$94,352.67
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. If both County and District agree that it is necessary to modify the scope of work anticipated by Appendix D, Option D, either for the short or long term, due to changes in permit or actual operation, then those parties identified in Section 10 may mutually agree in writing of a change to the Annual Fee and any associated changes to the scope of work.

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. District reserves the right to use outside Certified Laboratory Testing and Reporting Services if it so chooses. County 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 included 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, familial status, gender identity or expression, 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

24. Access and Audits.

The District shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the District's place of business.

25. Inspector General Audit Requirements.

Pursuant to Palm Beach County Code, Section 2-421 – 2-432, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. One who knowingly interferes, obstructs, impedes or attempts to interfere, obstruct or impede in any investigation conducted by the Inspector General shall be guilty of a violation of Palm Beach County Code, Section 2-421-2-432 and punished pursuant to

Section 125.69 F.S. District's consent to investigations by the Inspector General shall be limited to matters arising directly from or incidental to this Agreement only, and shall not be interpreted as a grant of authority to the Inspector General to provide or exercise independent oversight of the District's affairs in the manner provided in Section 2-423(9) of the Palm Beach County Code.

26. Availability of Funds.

The obligations of County under this Contract are subject to the availability of funds lawfully appropriated for its purpose.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS**

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. BOCK
Clerk and Comptroller

PALM BEACH COUNTY FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

(SEAL)

ATTEST:
By: Sharon Doucette
Secretary

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

Name (Type or Print)

SHARON DOUCETTE

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Bruce Bennett
Department Director

APPENDIX A

Water/Wastewater/Reclaimed 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 125,000 gallons per day (expandable to 325,000 GDP) on an average day including pumps, motors, controls, piping, and percolation ponds. The Plant also includes 125,000 gallons per day (expandable to 325,000 gdp) reclaimed water treatment facilities. A complete legal description of the property also is provided below.

Property Legal Description

Water, Wastewater, and Reclaimed Water 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 "2011"	# of Samples Required(Annually)- except for the triennial, five & nine year	Cost Per Sample	Frequency	Sample Matrix
CBOD	Effluent	Compliance	12	12	\$30.00	Monthly	WW
CBOD	Raw Influent	Compliance	28	26	\$30.00	Bi-Weekly	WW
TSS	Effluent	Compliance	13	12	\$18.00	Monthly	WW
TSS	Raw Influent	Compliance	28	26	\$18.00	Bi-Weekly	WW
Crypto, Giardia	Effluent	Compliance	0	0	\$766.00	1/Every Five Years	WW
TSS	Aeration Basin, Digested & Return Activated Sludge	Process Control	0	0	\$18.00	Optional	WW
Settleable Solids	Raw Influent, Effluent	Process Control	0	0	\$18.00	Optional	WW
TVS	Raw Influent, Effluent	Process Control	0	0	\$24.00	Optional	WW
TDS	Blend	Compliance	12	12	\$18.00	Monthly	WW
T-Na	Blend	Compliance	12	12	\$18.00	Monthly	WW
Chloride	Blend	Compliance	12	12	\$18.50	Monthly	WW
Gross Alpha	Blend	Compliance	12	12	\$50.00	Monthly	WW
Radium 226	Blend	Compliance	12	12	\$50.00	Monthly	WW
Radium 228	Blend	Compliance	12	12	\$50.00	Monthly	WW
TDS	Concentrate	Compliance	4	4	\$18.00	Quarterly	WW
T-Na	Concentrate	Compliance	4	4	\$18.00	Quarterly	WW
Chloride	Concentrate	Compliance	4	4	\$18.50	Quarterly	WW
Gross Alpha	Concentrate	Compliance	4	4	\$50.00	Quarterly	WW
Radium 226,	Concentrate	Compliance	4	4	\$50.00	Quarterly	WW
Radium 228	Concentrate	Compliance	4	4	\$50.00	Quarterly	WW
NO3	Effluent, Ground Monitor Wells #1 & #2, (1) Plant site, Raw Composite (Optional)	Compliance RComp (Optional)-Source Wtr.	18	17	\$18.00	Mthly/SAnnl/Annl	WW/GW/DW/RW
NO2	Effluent, Ground Monitor Wells #1 & #2, (1) Plant site, Raw Composite (Optional)	Compliance RComp (Optional)-Source Wtr.	18	17	\$18.00	Mthly/SAnnl/Annl	WW/GW/DW/RW
NO3NO2	Effluent, Ground Monitor Wells #1 & #2, (1) Plant site, Raw Composite (Optional)	Compliance RComp (Optional)-Source Wtr.	18	17	\$18.00	Mthly/SAnnl/Annl	WW/GW/DW/RW
TDS	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
Chloride	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
Sulfate	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
T-As	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
T-Cd	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
T-Cr	Ground Monitor Wells #1 & #2	Compliance	6	4	\$18.00	Semi Annual	GW
T-Pb	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 - #5	Compliance	156 (analyzing 13/Mth)	156	\$30.00	Monthly	DW & RW
Non Coliform	All Distribution Sites & Raw Wells #1 - #5	Compliance	96 (analyzing 8/Mth)	96	\$0.00	Monthly	DW & RW
HPC 35	All Distribution Sites & Raw Wells #1 - #5	Compliance	156 (analyzing 13/Mth)	156	\$30.00	Monthly	DW & RW
THM	(1) Plant site & (1) Distribution Site	Compliance	2	8 (possibly less)	\$75.00	Annual/Qtrly	DW
HAA	(1) Plant site & (1) Distribution Site	Compliance	2	8 (possibly less)	\$120.00	Annual/Qtrly	DW
Color	Raw Wells #1 - #5	Compliance	10	10	\$18.00	Semi-Annual	RW
T-HARD	Raw Wells #1 - #5	Compliance/Calc.	10	10	N/C	Semi-Annual	RW
NO3	Raw Wells #1 - #5	Compliance	10	10	\$18.00	Semi-Annual	RW
TDS	Raw Wells #1 - #5	Compliance	10	10	\$18.00	Semi-Annual	RW
TOC	Raw Wells #1 - #5	Compliance	10	10	\$20.00	Semi-Annual	RW
T-Ca	Raw Wells #1 - #5	Compliance	10	10	\$18.00	Semi-Annual	RW
T-Fe	Raw Wells #1 - #5	Compliance	10	10	\$18.00	Semi-Annual	RW
Chloride	Raw Wells #1 - #5	Compliance	10	10	\$18.00	Semi-Annual	RW
T-Mg	Raw Wells #1 - #5	Calculation, of T-HARD	10	10	\$18.00	Semi-Annual	RW

Laboratory Testing and Reporting Services Continued:

PB & CU	Selected Sites	Compliance	20	20	\$36.00	Annually	DW
TKN-N		Nutrient	6	0	\$30.00	Optional	WW/GW
NH3-N		Nutrient	6	0	\$18.00	Optional	WW/GW
TN		Nutrient	6	0	\$48.00	Optional	WW/GW
T-PO4		Nutrient	0	0	\$18.00	Optional	WW/GW
Total Uranium		Radiological	0	0	\$50.00	Optional	WW

Primary/Secondary (Ch. 62-550)	Finish Water	Compliance	0	1	\$1,550.00	Triennial	DW
Primary/Secondary (Ch. 62-550)	Raw Composite (Optional)	Source Water Comparison	0	1	\$1,550.00	Triennial/Optional	DW
SOC	Finish Water	Compliance	0	1	\$330.75	Triennial	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	\$26.971	44.0%	15%	\$44.664
LAB TECHNICIAN	\$22.418	44.0%	15%	\$37.124
PLANT SUPERINTENDENT	\$46.327	44.0%	15%	\$76.717
INDUSTRIAL ELECTRICIAN	\$22.208	44.0%	15%	\$36.776
ENGINEER	\$42.34	44.0%	15%	\$70.115
TECHNICAL ASSISTANT	\$20.37	44.0%	15%	\$33.732
SECRETARY	\$15.10	44.0%	15%	\$25.006
CONSTRUCTION INSPECTOR	\$23.05	44.0%	15%	\$38.171
PLANT MECHANIC	\$22.594	44.0%	15%	\$37.416
INSTRUMENT TECHNICIAN	\$24.574	44.0%	15%	\$40.695
UTILITY LINE CREW CHIEF	\$28.159	44.0%	15%	\$46.631
UTILITY MAINT. WORKER 1	\$16.809	44.0%	15%	\$27.836
UTILITY MAINT. WORKER 2	\$18.790	44.0%	15%	\$31.116
UTILITY MAINT. WORKER 3	\$20.570	44.0%	15%	\$34.064
UTILITY LINE MAINT. SUP.	\$30.075	44.0%	15%	\$49.163
LIFT STATION TECHNICIAN II	\$19.054	44.0%	15%	\$31.553
3/4TON PICK UP	\$3.84		15%	\$4.42
1 TON SERVICE BODY TRUCK (Does Not Include Fuel)	\$7.11		15%	\$8.177
RUBBER TIRE BACKHOE W/Ext W/OPERATOR (DOES NOT INC FUEL)	\$42.75		15%	\$49.163
EXCAVATOR TRACKED W/OPERATOR (DOES NOT INC FUEL)	\$68.68		15%	78.982
FRONT END LOADER (4yds) W/OPERATOR (DOES NOT INC FUEL)	\$53.99		15%	\$62.089

APPENDIX D

Operation and Preventative Maintenance Costs:

OPTION D

OPERATION AND MAINTENANCE COSTS-SEMINOLE WATER& WASTEWATER SYSTEMS ONLY

1) UTILITY PLANT OPERATOR

FDEP 6hr/day coverage & weekend visits

6 hr/day plus one visit each weekend day plus 1 hr travel

\$85,350.46

2) UTILITY PLANT SUPERINTENDENT

1hrs/week

\$ 3554.69

3) UTILITY PLANT OPERATOR VEHICLE

\$ 5,447.52

**4) LABORATORY TESTING
& REPORTING**

As per
Appendix B

TOTAL \$94,352.67

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

APPENDIX E

Description of O&M Services

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 performance 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.