



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

AGENDA

REGULAR MEETING #09-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MARCH 18, 2021 – 7:00 PM AT DISTRICT OFFICES
ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE
AT: [LOXAHATCHEERIVER.ORG/PUBLICMEETING](https://loxahatcheeriver.org/publicmeeting)

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes [Page 3](#)
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed [Page 8](#)
 - B. Loxahatchee River District Dashboard [Page 9](#)
5. Consent Agenda (see next page) [Page 10](#)
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. BLM House Demo & Renovation Engineering Contract [Page 69](#)
 - C. 20 Acre Site Plan Engineering Contract [Page 91](#)
 - D. Jupiter Inlet Lighthouse Construction Contract with Bureau of Land Management [Page 114](#)
 - E. DEP Grant Approval -Nano Bubble Ozone Technology (NBOT) Project [Page 139](#)
 - F. Green Water Solutions Contract Approval for NBOT Project [Page 140](#)
 - G. Liability and Workers' Compensation Insurance [Page 141](#)
 - H. Rules Chapter 31-10; Rates, Fees and Charges [Page 148](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 224](#)
9. Board Comments
10. Adjournment

"...if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Submitted by:
Date: March 8, 2021

Water Reclamation - Environmental Education - River Restoration

5. CONSENT AGENDA

All items listed in this portion of the agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board member or citizen; in which event, the item will be removed and considered under the regular agenda.

- A. Volunteer Policy – to approve policy [Page 11](#)
- B. Child Protection Policy – to approve policy [Page 16](#)
- C. Employee Safety Manual (Safety Policy) – to approve revisions [Page 20](#)
- D. E-Verify Policy – to approve policy [Page 63](#)
- E. Fixed Asset Disposal – to approve disposal [Page 66](#)
- F. Change Orders to Current Contracts – to approve modifications [Page 67](#)

7. REPORTS

- A. Neighborhood Sewering [Page 178](#)
- B. Legal Counsel's Report [Page 180](#)
- C. Engineer's Report [Page 182](#)
- D. Busch Wildlife Sanctuary [Page 187](#)
- E. Director's Report [Page 188](#)



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

AGENDA PUBLIC HEARING #6-2021 MARCH 19, 2020 - 6:58 P.M. AT DISTRICT OFFICES ALL MEETINGS ARE OPEN TO THE PUBLIC

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to Rules Chapter 31-10, Rates, Fees and Charges
4. Comments from the Board
5. Adjournment

"..... if a person decides to appeal any decision made by the Board, with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Submitted by:
Date: March 9, 2021

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Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

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Water Reclamation - Environmental Education - River Restoration



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: Governing Board

FROM: Recording Secretary

DATE: March 8, 2021

RE: Approval of Meeting Minutes

Attached herewith are the minutes of the Regular Meeting of February 18, 2021. As such, the following motion is presented for your consideration.

"THAT THE GOVERNING BOARD approve the minutes of the February 18, 2021 Regular Meeting as submitted."

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Jupiter, Florida 33458

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Water Reclamation - Environmental Education - River Restoration

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
FEBRUARY 18, 2021

1. CALL TO ORDER

Chairman Boggie called the Regular Meeting of February 18, 2021 to order at 7:00 PM and explained the various methods of attending the meeting (in person, electronically or telephonically).

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Dr. Rostock
Mr. Snyder
Mr. Boggie

Staff Members in attendance were Dr. Arrington, Mr. Howard, Ms. Fraraccio, Mr. Pugsley, and Mr. Dean

Consultants in attendance were Mr. Curtis Shenkman and Mr. Hunter Shenkman , Ms. Marshall from Baxter & Woodman, Christine Miranda, P.E. from Holtz Consulting Engineers, Inc.,

B. PREVIOUS MEETING MINUTES

The minutes of the Regular Meeting of January 21, 2021 were presented for approval and the following motion was made.

MOTION: Made by Mr. Snyder, Seconded by Dr. Rostock,
Passed Unanimously.

“THAT THE GOVERNING BOARD approve the minutes of the January 21, 2021 Public Hearing and Regular Meeting as submitted.”

C. ADDITIONS & DELETIONS TO THE AGENDA

3. COMMENTS FROM THE PUBLIC

No comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Dr. Arrington reviewed the effects of Roundup® Herbicide on Seagrass was featured with some of the highlights from the results of this laboratory study.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

MOTION: Made by Mr. Snyder, Seconded by Dr. Rostock,
Passed unanimously.

“THAT THE GOVERNING BOARD approve the Consent Agenda of February 18, 2021 as presented.”

The following motions were approved as a result of the Board’s adoption of the Consent Agenda:

A. Operational Greenhouse Gas Emissions and Cost Assessment - to award Engineering Services Contract

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the Contract for Professional Engineering Services for the Operational Greenhouse Gas Emissions and Cost Assessment in the amount of \$72,255.00.”

B. LS163 Emergency Generator – to award Construction Contract

“THAT THE DISTRICT GOVERNING BOARD award the Lift Station 163 Emergency Generator contract to Hinterland Group, Inc. in the amount of \$67,600.00 and a contingency in the amount of \$6,700.00”.

C. IQ511 Pump Station Piping Modifications – to award Construction Contract

“THAT THE DISTRICT GOVERNING BOARD award the IQ511 Pump Station Piping Improvements contract to Hinterland Group, Inc. in the amount of \$515,850.00 and a contingency in the amount of \$51,585.00.”

D. Master Lift Station Bypass Study – to award Engineering Study Contract

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the Contract for Professional Engineering Services for the Master Lift Station Bypass Study in the amount of \$206,344.”

E. Replacement Portable Generator – to Approve Purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the “piggy- back” of the Florida Association of Counties (FSA&AC) contract with ACF Power Systems, Inc. for two 44 KW trailer mounted generators as detailed in their quote dated February 3, 2021 in the amount of \$81,200.00.”

F. Public Participation at LRECD Public Meeting Policy – to Approve Policy

“THAT THE DISTRICT GOVERNING BOARD ratifies the attached, updated version of the Public Participation at Public Meetings Policy and delegates authority to the Executive Director to revise and implement revisions to this policy to maintain compliance with Federal and State law.”

G. Fixed Asset Disposal – to Approve Disposal

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property including asset tag numbers 1643 and 1642 in the schedule above.”

H. Change Orders to Current Contracts – to approve modifications

No change orders were presented.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

B. Rules Chapter 31-10; Rates, Fees and Charges (Rate Study)

Dr. Arrington discussed the Rate Study and proposed rate increases for 2021 through 2025.
No action was taken.

REPORTS

The following reports stood as written.

A. NEIGHBORHOOD SEWERING

B. LEGAL COUNSEL’S REPORT

C. ENGINEER’S REPORTS

D. BUSCH WILDLIFE SANCTUARY

E. DIRECTOR’S REPORT

Mr. Dean reviewed Alt A1A Force Main bridge project

8. FUTURE BUSINESS

Dr. Arrington reviewed the Future Business report.

9. COMMENTS FROM THE BOARD

None

10. ADJOURNMENT

MOTION: Made by Dr. Rostock, Seconded by Mr. Snyder,
Passed Unanimously.

“That the regular meeting of February 18, 2021 adjourns at 8:04 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

J:\BOARD\MinutesSamples\MonthlyMinDec2020.docx



Loxahatchee River Watershed Status Collections and Laboratory Coordination for Unauthorized Discharge Environmental Monitoring and Reporting


Unauthorized Discharges (UD's) are disappointing events for all of us. But the District's response to these events is critical to how we protect the public and preserve our reputation within the community and among the regulatory agencies.

During a UD the quick response, shutoff, site management and repairs are handled by the District's renowned Collections Team. A lesser-known aspect of a UD is the coordination between the Collections Team and the WildPine Laboratory for the Environmental Monitoring and Agency Reporting of affected surface waters. At our meeting we will provide you with a summary of the interesting work that often takes place during these events to help protect the public.



LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



|  | | Stewardship | Wastewater | | | | | Engineering | General Business | | | | | EHS | River Health | | | |
|---|------|-------------------------|--------------------------|-----------------------------|---------------------------------|-------------------------------------|-------------------|-------------------------------------|--------------------------------|----------------|---|--------------------|------------------|--|-------------------------------|-----------------------------|---------------------|-------------------------------------|
| | | # People educated at RC | Mean Daily Incoming Flow | Delivery of Reclaimed Water | Customer Service | Unauthorized Discharge of Sewage | Permit exceedance | NANO Blend to Reuse (@ 511) | Grease Interceptor Inspections | Cash Available | Revenue (excluding assessment & capital contrib.) | Operating Expenses | Capital Projects | Employee Safety | Minimum Flow Compliance | Salinity @ NB seagrass beds | River Water Quality | |
| Units | | % of Target | million gallons/day | # days demand not met | # blockages with damage in home | Gallons; # impacting surface waters | # occurrences | Max Specific Conductance (umhos/cm) | % requiring pump out | \$ | % of Budget | % of Budget | % within budget | average # days ahead (behind) schedule | # of OSHA recordable injuries | # Days MFL Violation | ‰ | Fecal Coliform Bacteria (cfu/100ml) |
| Green Level | | ≥ 90% | < 7.7 | <2 | Zero | <704; 0 | Zero | <1542 | ≤ 15 | ≥ \$9,894,657 | ≥ 95% | ≥ 85% but ≤ 105% | ≥80% | ≥ (30) | Zero | 0 | min ≥ 20 ‰ | ≤ 1 site > 200 |
| Yellow | | < 90% | < 8.8 | ≥ 2 | 1 | ≤1,500; 0 | 1 | ≤1875 | ≤ 25 | < \$9,894,657 | ≥ 90% | ≥ 80% | ≥60% | ≥ (60) | - | 1 | min ≥ 10 ‰ | ≤ 3 sites >200 |
| Red | | <75% | ≥ 8.8 | ≥ 9 | ≥ 2 | >1,500; ≥1 | ≥ 2 | >1875 | > 25 | < \$5,557,057 | < 90% | < 80% or > 105% | < 60% | > (60) | ≥ 1 | ≥ 2 | min < 10 ‰ | ≥ 4 sites > 200 |
| 2018 Baseline | | 112% | 6.8 | 1 | 0 | 1,606 | 0 | 1,216 | 8 | \$ 33,683,858 | 99% | 85% | 95% | | 0.4 | 42 | 23.1 | 1 > 200 |
| 2019 Baseline | | 100% | 6.8 | 1 | 1 | 8,022 | 0 | 1,229 | 9 | \$ 35,137,006 | 100% | 89% | 95% | | 0.3 | 2 | 22.9 | 1 > 200 |
| 2020 Baseline | | 34% | 7.2 | 1 | 0 | 3,292 | 0 | 1,183 | 8 | \$ 35,350,661 | 100% | 90% | 91% | -15 | 0.3 | 7 | 14.6 | 2 > 200 |
| 2020 | Feb | 137% | 7.4 | 3 | 1 | 447 | 0 | 1,227 | 0 | \$ 35,411,980 | 102% | 91% | 92% | | 1 | 0 | 24.5 | 1 > 200 |
| | Mar | 40% | 7.3 | 0 | 0 | 10,010 | 0 | 1,256 | 2 | \$ 34,352,969 | 104% | 90% | 92% | | 0 | 23 | 27.9 | 3 > 200 |
| | Apr | 0% | 6.9 | 0 | 0 | 121 | 0 | 1,331 | 13 | \$ 35,108,854 | 103% | 89% | 88% | | 1 | 30 | 32.7 | 1 > 200 |
| | May | 0% | 7.3 | 0 | 0 | 4,028 | 0 | 1,461 | 0 | \$ 35,110,453 | 102% | 89% | 90% | | 0 | 31 | 11.2 | 2 > 200 |
| | June | 0% | 8.0 | 0 | 0 | 17,027; 1 | 0 | 986 | not avail | \$ 34,561,002 | 101% | 88% | 90% | | 0 | 1 | 2.0 | 0 > 200 |
| | July | 0% | 6.2 | 0 | 0 | 510; 0 | 1 | 1,169 | not avail | \$ 34,611,807 | 100% | 90% | 85% | | 0 | 0 | 17.3 | 2 > 200 |
| | Aug | 0% | 6.8 | 1 | 0 | 1,465; 0 | 0 | 1,168 | 2 | \$ 35,735,564 | 100% | 88% | 85% | | 1 | 0 | 13.0 | 4 > 200 |
| | Sept | 8% | 6.9 | 0 | 0 | 50; 0 | 0 | 1,221 | 4 | \$ 35,344,038 | 100% | 86% | 75% | | 0 | 0 | 14.0 | 5 > 200 |
| | Oct | 18% | 7.7 | 0 | 0 | 4,610; 0 | 0 | 1,156 | 11 | \$ 35,398,326 | 93% | 94% | 100% | (12) | 0 | 0 | 4.1 | 2 > 200 |
| | Nov | 48% | 7.6 | 0 | 0 | 603; 0 | 0 | 991 | 27 | \$ 37,051,051 | 94% | 87% | 100% | (15) | 0 | 0 | 2.5 | 2 > 200 |
| | Dec | 44% | 7.3 | 0 | 0 | 152; 0 | 0 | 1,051 | 14 | \$ 37,259,395 | 102% | 92% | 100% | (19) | 0 | 0 | 18.3 | 5 > 200 |
| 2021 | Jan | 55% | 7.4 | 0 | 1* | 642; 0 | 0 | 1,134 | 27 | \$ 37,037,535 | 100% | 88% | 100% | (19) | 0 | 0 | 21.7 | 0 > 200 |
| | Feb | 66% | 7.4 | 0 | 0 | 5,457; 3 | 0 | 1,483 | 30 | \$ 39,492,533 | 99% | 84% | 83% | (20) | 0 | 0 | 31.7 | 3 > 200 |
| Consecutive Months at Green | | 0 | 141 | 12 | 1 | 0 | 7 | 125 | 0 | 138 | 3 | 23 | 62 | 5 | 6 | 8 | 2 | 0 |
| Metric Owner | | O'Neill | Pugsley | Dean | Dean | Dean | Pugsley | Pugsley | Dean | Fraraccio | Fraraccio | Fraraccio | Dean | Dean | Bains | Howard | Howard | Howard |

Metric

Public Education
Unauthorized Discharge
Grease Interceptors
Operating Expenses
River Water Quality

Explanation

The COVID-19 pandemic caused closure of the River Center in mid-March. The River Center continues to methodically expand program offerings in a COVID-responsible manner, and participation continues to grow, though well below our old target levels (see River Center report for links). In our collection system, we had 6 unauthorized discharges of sewage 5,457,610 gallons of sewage being spilled (3,800+900+750+5+1+1=5,457 gallons). Three of these events (3,800+900+750) impacted surface waters. See Engineering Report for additional details. Once again we processed a large number of grease interceptor inspections including many that were backlogged from prior months. The higher than normal percentage requiring pump out appear due to processing the backlogged interceptors. Operating expenses fell below 85% of budget projections for the first time in approximately 24 months. We are consistently underbudget in most operating expense categories (see Kara's report for more information). Three sites (stations 67, 72, and 100) had fecal coliform bacteria concentrations that exceeded 200 cfu/100ml. See Bud's report for additional details.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

TO: Governing Board
FROM: Administration Staff
DATE: March 8, 2021
SUBJECT: Consent Agenda

Stephen B. Rockoff
BOARD MEMBER

All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a Board Member or citizen, in which event, the item will be removed and considered under the regular agenda.

Dr. Matt H. Rostock
BOARD MEMBER

This month's consent agenda consists of the following items:

James D. Snyder
BOARD MEMBER

- A. Volunteer Policy – to approve policy
- B. Child Protection Policy – to approve policy
- C. Employee Safety Handbook (Safety Policy) – to approve revisions
- D. E-Verify Policy – to approve policy
- E. Fixed Asset Disposal – to approve disposal
- F. Change Orders to Current Contracts – to approve modifications

Should you have any questions regarding these items, I would be pleased to discuss them further with you.

The following Motion is provided for Board consideration:

“THAT THE GOVERNING BOARD approve the Consent Agenda of March 18, 2021 as presented.”

Signed,

D. Albrey Arrington, Ph.D.
Executive Director

2500 Jupiter Park Drive
Jupiter, Florida 33458

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loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MARCH 1, 2021
SUBJECT: VOLUNTEER POLICY

Staff have been working to improve governance of the District. In addition to reviewing and updating existing policies, staff are working to identify and draft 'missing' policies. One such 'missing' policy is a Volunteer Policy. As part of our environmental monitoring and environmental education efforts we solicit and accept the assistance of volunteers. The attached policy defines the principles of action for engaging, managing, and terminating LRD volunteers. Mr. Shenkman has reviewed the policy and found it legally sufficient.

I look forward to receiving your comments and feedback on this draft policy. If you find the policy acceptable, I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve the attached Volunteer Policy and direct the Executive Director to implement this policy with an effective date of March 19, 2021."


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Water Reclamation - Environmental Education - River Restoration

| | | | |
|--|----------------------------|-------------------|-------------------|
|  | LOXAHATCHEE RIVER DISTRICT | Doc No: | LRD-POL-EXE-13.00 |
| | | Effective Date | TBD |
| | | Revision History: | |
| Author: Albrey Arrington & Jocelyn O'Neill | | Revision No. | 0 |
| | | Review Date: | |
| Issuing Department: Executive | | Page: | Page 1 of 4 |

VOLUNTEER POLICY

Purpose

Volunteers have the potential to provide valuable services for the Loxahatchee River Environmental Control District (LRD). Therefore, the LRD proactively engages volunteers in the accomplishment of our mission, especially the accomplishment of various roles associated with environmental monitoring and environmental education. While volunteers provide valuable services to LRD, our volunteer program is meant to provide meaningful benefits to our volunteers, e.g., educational experiences, professional development, community service hours. The purpose of this policy is to promote and encourage responsible volunteerism and provides the framework for successful management of volunteer(s); providing a positive experience for LRD program participants and guests as well as volunteers. This policy serves to define the principles of action for engaging, managing, and terminating all LRD volunteers.

Policy

It is the policy of the LRD that volunteers meet minimum age requirements, background check requirements for working around children, that they are trained in safety protocols and that they receive adequate training for the tasks or projects assigned to them. This policy applies to all LRD volunteers.

Volunteer Status

1. All volunteers are considered at-will volunteers.
2. All volunteer hours performed are unpaid, with no exceptions.
3. The LRD expressly reserves the right to discharge any volunteers for any reason, with or without cause, and without notice.
4. Nothing in this policy confers the right to any volunteer to continue as a volunteer for any length of time.
5. Participation as a volunteer does not constitute employee status for any volunteer.
6. Volunteer applicants 18 years of age or older must submit to a Level 2 Background Check prior to starting as a volunteer for any LRD Environmental Education programs, with the exception of day volunteers that sign up to volunteer for a single day event (i.e. fishing tournament, clean ups). Level 2 background checks do expire, and the volunteer will be required to complete additional background checks over time. The LRD will cover reasonable costs associated with Level 2 background checks.
7. Minimum age to volunteer: individuals must be 18 years of age to volunteer in the WildPine Lab. Individuals must be 14 years of age to volunteer for environmental education programs, though exceptions for volunteers 13 years and younger may be authorized by the Executive Director, or his designee, on a case-by-case basis.

Authority: Florida Statute Chapter 39.201 (1)(a); Chapter 408.809 (2); Chapter 435.04 (2)(i - ii) and 435.12 (2)(a); Chapter 14.295; Chapter 768.1355; Chapter 110.501-110.504

Date Approved by Governing Board: TBD

8. Volunteers must submit a signed application and complete Volunteer Orientation prior to starting a volunteer position, with the exception of day volunteers that sign up to volunteer for a single day event (i.e. fishing tournament, clean ups).
9. Day volunteers must submit a signed LRD Liability Release prior to performing as a volunteer.

Community Service Hours

The LRD is not required to provide community service hours nor able to prioritize an individual's schedule based on external deadlines.

- Court Ordered Community Service –
 - LRD volunteers will interact with LRD staff and may be in direct contact with visitors, including children, the elderly, and minor volunteers. To promote the safety of our volunteers, staff and visitors to LRD facilities and programs, volunteers seeking court ordered community service hours for convictions including, but not limited to, violence of any type, firearms or weapons violations, drugs, or felony theft will not be accepted. Acceptance of any other Court-ordered Community Service requirement will be decided on a case-by-case basis and are at the sole discretion of LRD staff.
 - Charges and conviction must be disclosed at the time of application and a copy of the court order shall be provided. Prior to the start of a volunteer position, the volunteer must notify LRD staff how many hours are required and the due date for the hours to be completed.
- School Community Service – community service hours may be given for anyone that has requirements for school or other organizations. Volunteers are responsible for tracking their hours and obtaining necessary signatures.

Substances

Manufacturing, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on the District's premises is strictly prohibited, with the exception of controlled substances in the dosage amount prescribed by a doctor that are medically necessary to dose during a volunteer's shift that do not impair the volunteer's duties. The above activities constitute serious violations of District policies, jeopardize the District, and can create situations that are unsafe.

Weapons

The District complies with Florida Statute 790.251 in regards to weapons and firearms in the workplace. Volunteers may not, at any time while on any property owned, leased or controlled by the District, including anywhere that the District's business is conducted, such as event venues, off-site program locations, LRD partner properties and so forth, possess or use any type of weapon not approved by the Executive Director. Weapons include, but are not limited to; guns, swords with blades over twelve inches in length, explosives, and any chemical whose purpose is to cause harm to another person. Any type of weapon, as defined above must remain locked inside the volunteer's private motor vehicle while on or using District property or participating in a program or project.

Conduct

1. All volunteers must adhere to the Child Protection Policy and procedures.
2. All volunteers must abide by the Social Media Policy and guidelines.
3. All volunteers are expected to be courteous and respectful at all times.

Safety

1. During orientation and the first day of training, new volunteers will participate in a safety program to orient them to common safe practices for their anticipated area of service.
2. All volunteers will be supervised by an LRD staff member to ensure that they are following safety guidelines.
3. In the event an LRD volunteer sustaining an injury or Near Miss, the volunteer's supervisor and Safety Officer must be informed immediately and the proper report completed.
4. Volunteers are covered under the LRD's worker compensation insurance.

LRD Responsibilities

1. LRD staff will provide all relevant policies and procedures to new volunteers prior to their first day of service.
2. LRD staff will provide updates to volunteer policies and procedures to all active volunteers as needed.
3. LRD staff will endeavor to provide a safe and positive environment for volunteers.
4. LRD staff will monitor volunteers for safety and conduct and address inappropriate conduct and unsafe conditions.
5. LRD staff will adhere to the Child Protection Policy when working with child volunteers and supervise any adult volunteers working with child volunteers.
6. LRD will maintain records on all active volunteers (last shift within the last 12 months) and archive inactive volunteers.
7. LRD staff will be courteous and respectful to volunteers.

Definitions

- A. Court-ordered Community Service: volunteer hours intended to meet compliance with a judgement against an individual requiring that they complete a certain number of volunteer hours.
- B. Day Volunteer: a volunteer that participates in a single day event such as (but not limited to) a clean-up or fishing tournament.
- C. General Community Service: volunteer hours that are not court-ordered or school-related
- D. Level 2 Background Check: a state and national fingerprint-based check and consideration of disqualifying offenses and applies to those employees designated by law as holding positions of responsibility or trust. Section 435.04, mandates that Level 2 background security investigations be conducted on employees, defined as individuals required by law to be fingerprinted pursuant to Chapter 435.
- E. School Community Service: volunteer hours that are not court-ordered and documented to meet school goals or requirements.
- F. Volunteer: an unpaid individual that assists LRD staff in the pursuit of our environmental education and environmental monitoring efforts.

Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. Volunteer Manual
- B. New Volunteer Orientation Procedures
- C. Volunteer Termination Procedures
- D. Volunteer Shift Leader Procedures
- E. Volunteer Tracking and Records Procedures

F. New Hire Guidelines for Working with Volunteers

Relevant Policies

The following policies may relate to this policy:

- A. Child Abuse Prevention Policy
- B. Employee Safety Manual (Safety Policy)
- C. Environmental Education Policy
- D. Near Miss Policy
- E. Social Media Policy

Applicability

This policy applies to all LRD Governing Board members, employees, interns, and volunteers.

Consequences

Non-compliance with any LRD policy, procedure, or safety protocol may result in termination of the volunteer. Volunteers may be given the opportunity to correct the problem prior to termination. A volunteer will be immediately terminated if they are in possession of drugs, alcohol, or weapons or if they fail to disclose that they have court-ordered community service prior to starting. If staff have a reasonable suspicion that a volunteer has arrived impaired by drug or alcohol use, they will be asked to leave immediately. Additional consequences may include a return, pre-service interview (name clearing or resolution) and/or termination.

Policy Questions

Questions regarding this policy should be directed to the authors listed above.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MARCH 1, 2021
SUBJECT: CHILD PROTECTION POLICY

Staff have been working to improve governance of the District. In addition to reviewing and updating existing policies, staff are working to identify and draft 'missing' policies. One such 'missing' policy is a Child Protection Policy. As part of our environmental education programs and facilities we engage children, and the attached policy is intended to document our commitment to protecting children (both guests and volunteers).

On the following pages you will find a draft Child Protection Policy. This policy continues our systematic effort to identify and define policies as "a principle of action adopted by the LRD Governing Board." Mr. Shenkman has reviewed the policy and found it legally sufficient.

I look forward to receiving your comments and feedback on this draft policy. If you find the policy acceptable, I offer the following motion for your consideration:

"THAT THE GOVERNING BOARD approve the attached Child Protection Policy and direct the Executive Director to implement this policy with an effective date of March 19, 2021."


2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

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Water Reclamation - Environmental Education - River Restoration

| | | | |
|--|----------------------------|-------------------|-------------------|
|  | LOXAHATCHEE RIVER DISTRICT | Doc No: | LRD-POL-EXE-14.00 |
| | | Effective Date | TBD |
| | | Revision History: | |
| Author: Albrey Arrington & Jocelyn O'Neill | | Revision No. | 0 |
| | | Review Date: | |
| Issuing Department: Executive | | Page: | Page 1 of 3 |

CHILD PROTECTION POLICY

Purpose

The Loxahatchee River District (LRD) is committed to protecting child volunteers and guests, i.e., children volunteering to support or participating in a program or using a facility or service provided by LRD. Children interact with the LRD primarily through Environmental Education programs and facilities.

Policy

It is the policy of the LRD that measures will be taken to prevent child abuse by LRD Personnel, at LRD facilities, and during LRD programs. LRD Personnel have a duty to report any suspected child abuse to the proper authorities.

Screening

1. All LRD Environmental Education staff are required to submit to a Level 2 Background check prior to employment and must complete additional Level 2 background checks as required by law and in accordance with the LRD Personnel Policies and Procedures.
2. Adult volunteers must also submit to a Level 2 Background check as required by law during the volunteer period and in accordance with the LRD Volunteer Policy.

Training and Education

1. Child Abuse Prevention Training –
 - a. All LRD Environmental Education staff must complete child abuse prevention training within the first 60 days of employment. Additional, or recurring, training may be assigned.
 - b. LRD Volunteers must complete training on best practices for working with child guests and volunteers.
2. Reporting Training
 - a. During training, staff and volunteers will be instructed on how to identify suspected child abuse.
 - b. Training documents will include specific instructions on how to report suspected child abuse to Florida Department of Children and Families through the Florida Abuse Hotline.
 - c. Training documents will include specific instructions on how to report suspected child abuse to HR and Executive Director.
3. Guidelines for Interacting with Children
 - a. All LRD Environmental Education staff and volunteers will be provided a copy of Guidelines for Interacting with Children and will receive associated training.

Authority: Florida Statutes Chapter 39.201 (1)(a); Chapter 408.809 (2); Chapter 409.175; Chapter 435.04 (2)(ii - ll) and 435.12 (2)(a); Chapter 943.0542;

Date Approved by Governing Board: TBD

Program Interactions

1. Rule of Three – LRD Personnel should never be alone with a single child where they cannot be observed by others.
2. Adult-Child Ratios – programs will be designed with appropriate child to adult ratios to promote learning and safety, especially in outdoor programming.
3. Restroom Use – children must be toilet-trained if participating in a drop-off program. Young children will be supervised while using the restroom or changing, preferably from outside the bathroom. If a child needs assistance, personnel may assist the child using the “Rule of Three.”
4. Personnel will abide by the Guidelines for Interacting with Children.
5. LRD Personnel must recognize that volunteers under the age of 18 must be treated as children and in accordance with protections required by this policy.

Security

1. Per LRD Personnel Policies and Procedures and the Volunteer Policy, possession, distribution, sale, transfer, or use of alcohol, illegal drugs, or controlled substances in the workplace, while on duty is prohibited.
2. Smoking, vaping, and use of tobacco by LRD Personnel is prohibited while in their official capacity and in the presence of a child or guests of any age.
3. Per LRD Personnel Policies and Procedures and the Volunteer Policy, possession or use of weapons on LRD property or program locations is not permitted.

Interactions with Children not in Person

1. LRD Personnel will only communicate with child participants or volunteers about official LRD business.
2. Whenever possible, personnel should include others in the communication such as copying other LRD Personnel in email communications, including another person in phone or Zoom calls, including another person in text messaging or direct messaging (through social media). An exception is made if personnel have a personal relationship with the child outside of their official LRD role.
3. Staff will refrain from interacting with children, including child volunteers, through personal social media accounts. Staff should only communicate through LRD social media accounts.

Reporting

1. If LRD Personnel know of, or suspect, child abuse, abandonment, or neglect, they must:
 - a. Notify the Florida Department of Children and Families through the Florida Abuse Hotline.
 - b. Inform their immediate supervisor, department director, or Executive Director, depending on availability, that a report has been filed. If the report involves a staff member or volunteer, it must be reported to the Executive Director and Human Resources.

Definitions

- A. Child: a person less than 18 years of age. Plural form of Child is Children.
- B. Child Abuse: physical maltreatment or sexual molestation of a child.
- C. Guest: a person participating in a program or using a facility or service provided by LRD, e.g., a patron.
- D. Level 2 Background Check: a state and national fingerprint-based check and consideration of disqualifying offenses and applies to those employees designated by law as holding positions of responsibility or trust. Section 435.04, mandates that Level 2 background security investigations be conducted on employees, defined as individuals required by law to be fingerprinted pursuant to Chapter 435.

- E. LRD Personnel: refers to anyone acting in an official capacity as a LRD employee or volunteer, including LRD staff, interns, volunteers and board members.

Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. Guidelines for Interacting with Children
- B. Volunteer Manual
- C. New Volunteer Orientation Procedures
- D. Volunteer Shift Leader Procedures
- E. Summer Camp Volunteer Orientation
- F. New Hire Guidelines for Working with Volunteers

Relevant Policies

The following policies may relate to this policy:

- A. Volunteer Policy
- B. Personnel Policies and Procedures
- C. Safety Policy
- D. Social Media Policy

Applicability

This policy applies to all LRD Governing Board members, employees, interns, and volunteers.

Consequences

Violation of any of the following will result in termination:

1. Failure to report known child abuse.
2. Engaging in child abuse.
3. Possession and/or use of prohibited substances or weapons in the presence of a child.
4. Failure to complete a Level 2 background check as required by law.

Violation of any of the other child protection policies and procedures may result in disciplinary action up to and including termination, for more information see LRECD Personnel Policies & Procedures, e.g., Termination of Employment and Progressive Discipline.

Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MARCH 12, 2021
SUBJECT: EMPLOYEE SAFETY MANUAL aka SAFETY POLICY

Pursuant to our policy revision schedule, staff have systematically reviewed our Employee Safety Manual (aka Safety Policy) and provided suggested recommendations for Board approval. Suggested recommendations are shown using track changes. All proposed revisions have been reviewed and approved by the District's Safety Officer.

Notable revisions include:

1. Comprehensive improvements to grammar, syntax, and readability of the document.
2. Links to various documents have been simplified to point to the District's Safety Intranet page. A parallel effort will be to improve the organization and documentation of information on this intranet page.
3. Section 4.3.5f Hearing Protection was combined with Section 4.3.1 Noise Hazards.
4. Restructured 4.3.16 Fire Safety and 4.3.23 Ergonomics sections to be more hierarchical.
5. Significant revision to the 4.3.27 Maintenance of Traffic section is driven by our adoption of FDOT's Utility Accommodation Manual, Design Standards, and Manual of Uniform Traffic Control Devices.
6. Section 4.3.28 Chemical Spills was pared down to only relevant employee safety information and integrated into 4.3.3 Chemical Hazards and Controls section. We will develop a stand-alone Chemical Spill Policy.

Section 7. Discipline was honed to reduce redundancy with our Personnel Policies & Procedures, and our Personnel Policies & Procedures were incorporated by reference.

2500 Jupiter Park Drive
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FAX: (561) 747-9929

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Water Reclamation - Environmental Education - River Restoration

The draft, revised Employee Safety Manual is an improvement, and we seek your approval of this important, updated policy. Therefore, we offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD ratify and approve the Loxahatchee River Environmental Control District’s Employee Safety Manual, effective March 19, 2021, and authorize the Executive Director to update the Employee Safety Manual from time to time, and periodically present it to the Governing Board for ratification and approval.”

LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT
(LRECD)

EMPLOYEE SAFETY MANUAL



Issued Date: 01/01/1994
Date of Last Revision: ~~11/19/2020~~ 3/18/2021

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GUIDANCE STATEMENT

The Loxahatchee River Environmental Control District (LRECD ~~or District~~) intends to provide a safe and healthy work environment for ~~its-you, our~~ employees. In fact, Safety is one of our core values – *“Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.”*

In order to protect the health and safety of our employees, every reasonable effort will be made to abide by all applicable safety and health regulations, to provide and maintain a safe work place, safe equipment, safe tools, to acquire proper materials, and to insist on safe methods and practices at all times.

Please understand, ~~this~~^{is} Employee Safety Manual is designed to protect you. You have the most to lose from exposure to hazardous materials and unsafe conditions. In addition, this Employee Safety Manual should help safeguard our rate-payers, because incidents which injure people, damage machinery or equipment, and destroy property are an expense.

Our Employee Safety Manual has been developed for your protection and to reduce the possibility of incidents. Employees are obligated to observe the policies and procedures provided herein, e.g., follow established protocol, always wear appropriate personal protective equipment).

You have a responsibility to look out for your own safety as well as the safety of others ~~around you-employees~~. You have authority to stop work if you believe ongoing work is unsafe ~~to you or other employees~~.

~~Of course, t~~^hThis is a living document. As our work evolves, our policies, procedures, and methods must evolve. If you have a safety concern, I implore you to bring it to your supervisor’s attention. If that doesn’t work, bring it to my attention.

You, our people, are our most important asset; your safety is our greatest responsibility. We expect your full cooperation in effectively implementing this Employee Safety Manual.

D. Albrey Arrington, Ph.D.
Executive Director

INTRODUCTION

The primary objective of this document is to define expectations regarding employee behavior to promote a safe work environment for all ~~LRD~~-employees, whether you work in the plant, in the lab, in the River Center, in the field, and/or in an office. This ~~e~~ Employee Safety Manual establishes policies and addresses techniques and procedures that are essential to protect you – our people. The LRECD Governing Board, Management, and your team members genuinely expect your day-to-day conduct to be shaped by a personal commitment to protect the health and safety of yourself and your colleagues.

There is a direct relationship between employee safety and the wellbeing, health, and financial strength of our organization. Our mutual awareness of this basic fact is essential if we are to continue to grow and maintain a workable and strong incident prevention program. Management and employees must recognize the fact that control of incidents can only be made possible through collaborative efforts. Management will provide leadership, training, and quality protective equipment in the effort toward an incident-free work place. Employees will bring a personal commitment to working safely.

This Employee Safety Manual is your guide to working safely. The information in this manual applies to all ~~our~~ LRECD employees. Make it a point to learn and follow these policies, procedures, and associated guidelines in your day-to-day work.

Constant awareness of and respect for hazards; and compliance with all safety policies and procedures are considered conditions of employment. Supervisors and others in management reserve the right to discipline employees, up to and including termination, for failure to follow safety policies, procedures, and methods identified in this Employee Safety Manual.

1. RESPONSIBILITIES

1.1 Safety Officer

The Safety Officer serves the entire organization, reports to the Executive Director, and is responsible for the administration and implementation of methods described herein.

The Safety Officer's directive is to train and maintain a safe and safety conscious work force, oversee a safe work environment, reduce potential causes of incidents, and ~~show a~~ reduction in control incidents and near misses.

The Safety Officer serves the entire organization and is responsible for:

- Identification and correction of potential hazards in our workplaces;
- Developing and implementing suitable and effective safety education and training programs;
- Documenting employee safety training, competency, and compliance;
- Creating, implementing, and monitoring Safe Working Procedures for workspaces, tools, equipment, and tasks;
- Conducting incident investigations and root cause analysis for each documented safety incident;
- Fostering safety awareness through communication, education, and public postings;
- Inspecting vehicles, jobsites, equipment, tools, and personal protective equipment (PPE);
- Creating and evaluating incident reports for record keeping and determining corrective actions to be taken in order to prevent incident recurrence;
- Providing consultation services to Employees, Departments, Directors, and the Governing Board addressing safety concerns and issues;
- Coordinate monthly reporting (Dashboard) to Directors of safety issues (incidents, near misses, corrective actions) and results showing program effectiveness; and
- Maintaining and updating the Employee Safety Manual.

1.2 Supervisors

Supervisors (in coordination with the Safety Officer) are responsible for:

- Promoting a culture of safety within their areas of influence;
- Conducting incident investigations including pictures and preliminary documentation of all incidents (final documentation by the Safety Officer);
- Creating, implementing, and monitoring Safe Working Procedures for workspaces, tools, equipment, and tasks;
- Documenting near misses, analyze the cause for the near miss, identify solutions for the near miss and communicate solutions;
- Ensuring vehicles are maintained for safe operation, in coordination with the Construction Coordinator;
- Ensuring applicable safety procedures are implemented on jobsites and tasks;
- Ensuring all equipment is maintained for safe operation;
- Ensuring all direct reports have, maintain, and use appropriate PPE;
- Ensuring all direct reports have completed the necessary training for required tasks;

- Conducting Tailgate safety meetings and Toolbox Talks;
- Ensuring that all direct reports understand and implement safety procedures for each job;
- Correcting safety related deficiencies among their direct reports; and
- Insisting that the “buddy” system be used for tasks which involve hazardous work.

1.3 Employees

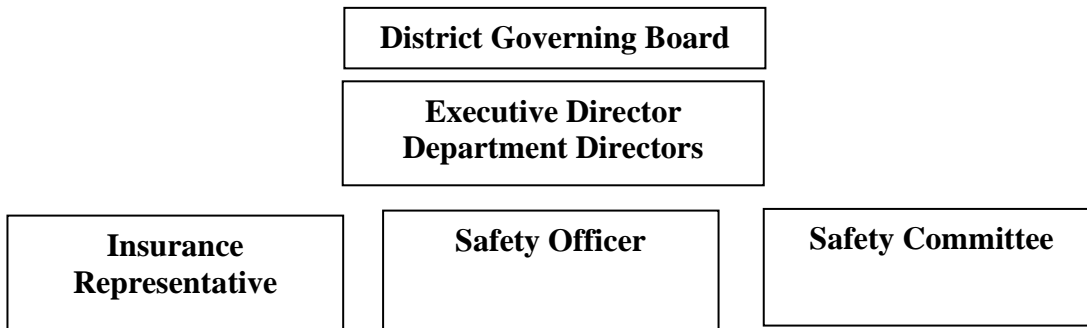
District Employees are responsible to:

- Comply with this Employee Safety Manual.
- Bring a personal commitment to working safely;
- Understand you have a duty to protect your coworkers from unsafe situations they may not be aware of;
- Understand you have the obligation to stop work if you believe it is unsafe.
- Recognize, ~~and U~~understand, and demonstrate ~~S~~safety as a core value within the District;
- Participate in all relevant ~~safety~~-safety-related training efforts~~functions brought forth by Safety Officer~~;
- Use safety equipment, personal protective equipment and appropriate/required clothing for each task or job;
- Only operate tools and equipment on which they have been trained;
- Operate equipment and tools in compliance with manufacturer’s recommendations;
- Report all injuries, incidents, and near misses to Supervisor immediately (in the absence of your Supervisor, make the report to the Safety Officer); and
- Report any hazardous conditions, practices, and/or behaviors and make suggestions to address their concerns.

2. SAFETY COMMITTEE

2.1 Safety Committee Organizational Chart

The Safety Committee has been established to recommend improvements to our workplace safety program, and identify corrective measures needed to eliminate or control recognized safety and health hazards. The Safety Committee consists of at least six (6) employee representatives and is chaired by the Safety Officer. The committee ~~will~~should be composed of a representative from each Division consisting of: Operations, Engineering, Information Services, Finance & Administration, and the District Insurance Representative. Division Directors will appoint members from their Division with input from the Safety Officer.



2.2 Safety Committee Responsibilities

Under the direction of the Safety Officer, the Safety Committee responsibilities are as follows:

- Meet on a ~~monthly~~quarterly basis or more frequently if needed;
- Review~~ing~~ and recommend~~ing~~ updates to the Employee Safety Manual;
- Review~~ing~~ all incidents and near misses from the ~~previous month~~prior time period (e.g., quarter) and make recommendations for preventative measures;
- Develop and recommend improvements to the District's safety program;
- Recommend safety training improvements;
- Conduct safety inspections and make recommendations ~~to for~~ correct or improve~~ions of~~ unsafe conditions and practices; and
- Listen to and document employee safety concerns and develop recommended solutions~~address them with the committee for review~~.

2.3 Safety Committee Meetings

The Safety Committee will meet ~~monthly~~quarterly to review safety dashboard, incidents, and near misses, to consider employee safety concerns, and provide recommendations for revisions to the Employee Safety Manual. Prior to the Safety Committee Meeting, the Safety Officer will submit an agenda to the Executive Director, Division Directors, and Safety Committee. The Safety Officer will distribute the minutes from each meeting to the Executive Director, Division Directors, and Safety Committee members within one week from the meeting. The meetings ~~shall~~will occur during regular District office hours.

3. SAFETY TRAINING

Scope: The success of any effort to prevent incidents depends largely upon the effectiveness of training and implementation. Personnel training in job responsibilities and operations are an important element in achieving safe operations.

Intent: The following programs will be utilized in conjunction with our safety procedures. Training documentation will be maintained by the Safety Officer and shared with HR to retain in the employees personnel file.

- Safety Orientation for new employees ~~shall~~will be conducted by the Safety Officer. Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee ~~shall~~will be given access to the most recent version of this Employee Safety Manual through the District's Intranet.
- Formal safety training ~~shall~~will be developed and implemented based upon job descriptions, employee skill levels, employee experience, and demonstrated need.
- Safety training may be conducted on-site or off-site by in-house staff (e.g., Safety Officer), consultants, and/or online training programs.
- Safety awareness and training may be achieved through posting of safety posters, safety instructions, and signs located in conspicuous areas frequented by employees (i.e., lunch/break rooms, office spaces, work spaces).

To give maximum effect, the District will use a variety of safety related educational materials and approaches, e.g., books, manuals, videos, posters, demonstrations, as well as online and hands on training. The District desires to enhance the knowledge and skill levels of District employees to assist them with the identification of hazards and aid them in the prevention of incidents.

3.1 Online Safety Training

Online Safety Training entails computer-based training programs providing ~~numerous~~a number of topics in a central and archived location allowing employee access at any time for both day shift and night shift employees. Each online training module provides valuable information and competency testing to assure an employee's understanding of the material. Archived training modules may be accessed at any time following completion for review.

Frequency: Training is scheduled by the Safety Officer in consultation with Supervisors, Managers, and HR. ~~Each month a new online training module will be made available to all employees.~~ Computer based training modules provide flexibility for employees working day and night shifts and provide employees the ability to review archived training on an as-needed basis. Refer to the District's Safety Intranet page for additional resources. ~~Monthly Training link to District Intranet.~~

3.2 Safety Training Meetings

Safety Training Meetings are more formal safety training sessions often conducted by the Safety Officer. Staff may be trained in a specific piece of equipment, hazardous area or procedure which personnel may encounter. Training may be based upon duties and

responsibilities defined in job descriptions. Safety Training Meetings may be applicable to all (e.g., effective use of personal protective equipment) or just a few staff (e.g., confined space entry). Scheduled Safety Training Meetings are located on [our](#)~~the~~ Intranet.

3.3 Tailgate Meetings

A tailgate meeting is an informal safety meeting, which is generally conducted at a job site prior to commencement of a job or work shift. Job site supervisors and crew should draw attention to hazards, processes, equipment, tools, environment and materials to inform all workers of risks in their surroundings and that are relevant to the job at hand. Tailgate Meetings may include creation and review of JHA Safe Working Procedures, Maintenance of Traffic, required tasks and any other concerns. Tailgate Meetings are job specific and will be held at job sites by supervisors on a daily basis.

3.4 Tool Box Talks

Tool Box Talks will be conducted on a monthly basis, at a minimum, by a responsible staff member (e.g., Supervisor, Foreman, or Lead). Tool Box Talks are more formal and structured meetings are designed to highlight safety concerns regarding specific work area hazards or a particular piece of equipment being used. These are not jobsite specific. Topics can range from near misses, incidents, safe working practices or any other relevant safety topic or discussion. In order to have a successful meeting, here are some tips to follow:

- Start on time.
- Clearly define the objective of the meeting
- Allow personnel to report unsafe conditions and make suggestions for improving safety in the work place.
- Discuss previous incidents and near misses experienced by personnel.
- Determine how to prevent recurrence of an unsafe condition.
- Discuss the department, division, or crew's safety record – good or bad.
- Meetings should allow enough time to cover each topic sufficiently.

Documentation: Tool box talks should be documented by the jobsite supervisor and an e-mail summary of the meeting ~~shall~~[will](#) be sent to the Division Director, Safety Officer, and participating staff.

3.5 Tool Safety [&](#) Safe Work Practices

District staff may only operate tools and equipment for which they have been adequately trained. Tool Safety Operation, Maintenance Manuals, and Safe Work Practices (SWP) are designed to give the user the manufacturer's recommendations on the proper use of the tool and equipment needed to operate each tool safely. If you are in doubt, you can obtain a hard copy of the manufacturer's recommendations from the Safety Officer or you can locate it on the District Intranet on the Safety Homepage Resources Menu under Tool Manuals. [Refer to the District's Safety Intranet page for additional resources](#)~~Link to Tool ManualsTools & Manuals on the District Intranet.~~

3.6 Specialty Equipment

District staff may only operate specialty equipment for which they have been adequately trained. Specialty equipment is defined as a piece of equipment that will only be used for a specific purpose or operated by specific departments. Specialty equipment purchased by a department must include a training program provided by the manufacturer or their recommended representative. This will ensure the proper training and materials to operate a specialized piece of equipment are addressed by all employees who will be authorized to operate specialty equipment.

Documentation: All training documentation will be kept by the Safety Officer and shared with HR for their personnel file.

4. SAFETY POLICIES & PROCEDURES

4.1 General Safety Precautions

As an employee of the Loxahatchee River District, you are part of a team that continually strives for excellence. You are also part of a team that specifically values you as an individual, your health, and your well-being. Given the nature and diversity of conditions you may experience while on the job, the following are general safety precautions:

- Wear clothing suitable for the weather and your work.
- All staff are required to use personal protective equipment (PPE) appropriate for the work they are conducting.
 - Consult the Job Hazard Assessment to determine required PPE
 - Wear protective shoes suitable for your work.
 - Use gloves, aprons or other suitable skin protection when handling sharp or rough materials, chemicals, hot or cold objects.
 - Wear appropriate eye and face protection as required for work environment.
- Maintain a safe work space. Be sure to have enough light on stairs, aisles, and work areas.
- Be sure of your footing. Watch out for slippery spots, loose objects, and trip hazards. Using three-point contact while using stairs, ladders and climbing on equipment.
- Situational Awareness: be aware of work going on around you. Keep clear of suspended loads, high traffic areas, and moving equipment.
- Use caution when lifting heavy objects. Bend knees; keep back nearly straight when lifting. Leg muscles, not your back, should do the work.
- Get help moving or lifting heavy or bulky materials. Have just one person ~~giving~~ commands when team-lifting big loads. Before lift, check for a clear path.
- Keep “horseplay” and roughhousing away from the job. Practical jokes often become painful injuries and are NOT appropriate in the workplace.
- Locate gas, power and water sources before starting work. Use as-built plans to the extent possible. Contact the Engineering Division to notify Sunshine State One Call of Florida at 811 if your work will require excavation. Utility companies will then send a locator to mark underground ~~lines-assets~~ within two full business days. Once ~~the lines~~underground assets are marked, you will know the approximate location of underground utilities relative to your work site, and you can dig safely.
- The personal administration of prescribed medications/drugs is the responsibility of the person for whom it is prescribed. No District employee may operate any District vehicle while on prescribed drugs that will adversely affect their ability to operate the vehicle. All directives for duty performance and the operation(s) of machinery must be followed. If you have been advised not to work, operate machinery, or special accommodations are required because you consumed a prescribed medication/drug, you must immediately notify the Safety Officer and/or Human Resources.
- The use of non-prescribed prescription drugs and abuse of prescribed drugs are prohibited. No District employee may operate any District vehicle while on prescribed drugs that will adversely affect their ability to operate the vehicle. Please refer to the District’s Drug Free Workplace program for more detail.
- Each and every day bring a personal commitment to safety as you complete assigned tasks.

4.2 Job Hazard Assessment

Job Hazard Assessment is a procedure that helps integrate accepted safety and health principles and practices into a particular task or job operation. ~~In a JHA, each hazard is used to identify, addressed, and mitigate identified as a each potential then mitigated to control hazard.~~ JHA should be used for critical tasks and challenging work areas, e.g., confined space, trenching or shoring, work in a roadway, work under suspended loads, and any additional task or scope of work that presents a high degree of difficulty. Using a JHA will ensure that ~~the~~ physical, chemical, biological, and other hazards have been identified and mitigated to a minimum. A standing JHA ~~can~~ should be developed and stored in EAM to address routine tasks ~~conducted by the same crew~~.

The District's goal is to have a written certification that identifies and mitigates known hazards, and for LRECD staff to employ PPE and other safety measures as required by the job hazard assessment.

Refer to the District's Safety Intranet page for additional resources, including a Job Hazard Assessment tool and JHA Form ~~on the Job Hazard Assessment form, and the Step-by-step Instructions to complete a JHA.~~

4.3 General - Routine and Non-Routine Tasks

Routine tasks are those commonplace tasks or duties that are done regularly or at specified intervals. Non-routine tasks are less predictable and can be among the most hazardous at any facility.

Examples of non-routine work can include repairs, corrective maintenance, troubleshooting, and infrequent tasks. It is especially important that JHA and PPE Assessment should be done ~~to for~~ mitigate ~~ion of~~ hazards of non-routine tasks.

~~Refer to Job Hazard Assessment form and PPE Assessments.~~

4.3.1 Noise Hazards

Noise hazards are one of the most commonly encountered physical hazards at work sites. Employees may operate or work around a wide variety of equipment, ranging from heavy construction equipment to fixed equipment or machinery. Regardless of the type or size of equipment, they all generate noise ~~in measurable levels~~. Noise becomes hazardous if it ~~If the noise~~ is loud enough, and a person is exposed to it long enough, ~~it becomes hazardous~~.

Three methods for reducing noise hazards to workers are engineering controls, limiting noise exposure time, and using individual hearing protectors. The first two methods are effective but ~~usually may~~ not be available at all ~~areas of~~ work sites. To protect employees in areas where engineering controls and limiting noise exposure time cannot be used, individual hearing protectors will be provided and must be diligently used.

Employees operating, or in the proximity of, tools or equipment producing noise levels in excess of 85 dBA must use adequate hearing protection devices. District employees must adhere to visual and audio signage for compliance.

[Refer to the District's Safety Intranet page for additional resources.](#) ~~Hearing Conservation Program for more information. Employees, by virtue of their actual or potential noise exposures, shall be included in a mandatory audiometric testing program, as described in our Hearing Conservation Program.~~

4.3.2 Slips, Trips, and Falls

Slip hazards are present wherever liquids, loose surfaces, or other conditions (e.g., algae growth) are present. Slip hazards can be reduced through good housekeeping, e.g., placing safety cones or warning signs at wet areas, cleaning up spills immediately).

Trip hazards may be present at any site. Pipes, hoses and storage vessels present trip and fall hazards. In addition, site maintenance work, whether on or off plant, can present trip hazards if tools or materials are left in walkways. Trip hazards can be reduced by marking permanent trip hazards. District staff should always practice good housekeeping to minimize and avoid creating temporary trip hazards. Trip hazards that cannot be eliminated (such as permanent pipe) should be marked, and personnel should be briefed about the hazards and shown their locations.

Fall hazards are also present both on and off plant. Primary fall hazards are presented when gaining access to raised equipment, valves, meters, and tanks.

4.3.3 Chemical Hazards and Controls

~~Basic Chemical information for chemicals used are available at the plant.~~ Safety Data Sheets (SDSs) [are maintained](#) for ~~the~~ chemicals [used by LRECD.](#) [Safety Data Sheets](#) are [located](#) ~~contained~~ in the Right-to-Know stations ~~located~~ in the office/laboratory of the operations building, maintenance building, and Wildpine Lab., ~~Offsite locations also post SDS for the limited chemicals possessed at several locations (and the~~ Master Lift Station, ~~Abacoa IQ Pumping Station).~~

[Do not work with unfamiliar chemicals until you consult the Safety Data Sheets \(SDS\). If unsure, please consult your immediate Supervisor or the Safety Officer. Always wear Personal Protective Equipment as recommended by the applicable Safety Data Sheet. Never dispose of any chemical until you are sure of its hazardous class and authorized disposal options. Contact the Safety Officer for disposal of any hazardous material.](#)

4.3.4 ~~Hot Weather~~ Temperature Hazards

Temperature extremes may present a hazard for [LRECD](#) personnel ~~at the LRECD~~, especially during summer months. [Workers who are exposed to extreme heat or work in hot environments may be at risk of heat stress. Exposure to extreme heat can result in occupational illnesses and injuries. Heat stress can result in heat stroke, heat exhaustion, heat cramps, or heat rashes. Heat can also increase the risk of injuries in workers as it may result in sweaty palms, fogged-up safety glasses, and dizziness.](#) Personnel who wear certain personal protective equipment (e.g., Tyvek suite, waders) are particularly vulnerable to heat related illnesses. If untreated, the symptoms and effects of heat stress will grow increasingly serious. Symptoms of ~~H~~heat ~~E~~xhaustion include headache, dizziness, or fainting, weakness, confusion, nausea or vomiting, and wet skin. A worker who is not relieved of heat exhaustion may ultimately suffer a life-threatening heat stroke. ~~In addition, personnel experiencing heat exhaustion are at greater risk for other incidents.~~ The ability to recognize heat ~~stress~~exhaustion symptoms and to avoid the conditions that cause it are

essential for protecting the health and safety of [our personnel](#) ~~at the facility~~. Training, along with administrative and engineering controls, are methods utilized to mitigate hazards associated with working in ~~hot and~~ extreme temperatures.

4.3.5 Personal Protective Equipment (PPE)

Personal Protective Equipment (PPE) is used as a way to protect against known hazards. ~~The four levels of PPE range from Level A, Greatest Protection to Level D, Least Protection.~~

Personal Protective Equipment will be [made available](#) ~~provided~~ to employees. [All LRECD employees are required to appropriately use PPE](#) depending on their actual work assignments and/or specific hazards known to their work environment. District staff ~~shall~~ [must](#) wear appropriate PPE. When working near or operating equipment, you ~~should~~ [must](#) refer to the manufacturer's recommendations to understand what PPE is required when operating the equipment. Personal Protective Equipment provided to employees must be stored ~~in a clean dry location which is~~ [appropriately and](#) readily accessible to the employee or the task or area for which it is intended. Damaged or defective Personal Protective Equipment must be removed from service immediately and exchanged with the Safety Officer for equipment in good working order.

a. Eye and Face Protection

Appropriate eye or face protection ~~shall~~ [must](#) be used when an employee is, or may be exposed to, any eye or face hazards. Such hazards include; flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation, dust, particles of steel, concrete, sand, splashes from raw sewage, corrosives, and liquid chemicals. By default, it is assumed wastewater treatment plant operators and wastewater treatment plant maintenance staff will likely be exposed to eye hazards (i.e., splashed wastewater); therefore, wastewater treatment plant operators and wastewater treatment plant maintenance staff ~~shall~~ [must](#) wear appropriate eye and face protection when conducting their duties within the wastewater treatment plant.

[The District provides prescription safety glasses reimbursement benefit, see Personnel Policies & Procedures, Prescription Safety Glasses Reimbursement for more details.](#) Safety glasses and face shields ~~shall~~ [must](#) meet the ANSI standard requirements and display the Z-87+ approval stamp on the equipment being used. Refer to OSHA Eye and Face Protection, Title 29 Code of Federal Regulations 1910.133 for compliance.

Hazard assessments ~~shall~~ [will](#) be done to determine the level of eye and face protection. Where appropriate, eye and face protection may be required (e.g., safety glasses or goggles may be required even if you're wearing a face shield).

b. Head Protection

Hard hats ~~shall~~ [must](#) be worn when:

- working on a site involving potential for injury to the head from falling objects;
- working on sites to be considered pipeline, construction, confined space, MOT, or where ...
 - designated by a supervisor and/or safety officer;

- working with high voltage electrical equipment;
- engaged in cutting operations or tree trimming; or
- as required by a JHA.

Hard Hats must not be modified except as authorized by the manufacturer. Hard Hats must be kept clean for inspection purposes and stored away from UV exposure. Hard Hats with cracks, gouges, or broken components must be promptly returned to the Safety Officer for replacement.

c. Finger and Hand Protection

Appropriate hand protection ~~shall~~ must be used when hands are exposed to hazards such as cuts, abrasions, skin absorption, or temperature extremes. Refer to the JHA for the task you are completing and/or SDS for the chemical you are working with to ensure the correct level of protection is achieved.

Glove selection should also contemplate ~~must not be worn where~~ the danger of entanglement with machinery ~~exists~~.

d. Foot Protection

Safety shoes ~~shall~~ must be worn when significant risk of foot injury exists. Safety shoes protect feet against injuries from rolling or falling objects, objects piercing the sole, and where feet are exposed to electrical hazards. Different safety shoes protect against different risks. Make sure to wear safety shoes appropriate to your job description and/or the tasks you are accomplishing. District staff in the following Divisions ~~shall~~ must wear approved safety shoes (e.g., reinforced toe) at all times during each work day:

- Operations
 - Wastewater Operators – reinforced toe
 - Plant Maintenance – reinforced toe
 - Electricians – reinforced toe and nonconductive
- Engineering
 - Collection Operators – reinforced toe
 - Reuse Operators – reinforced toe
 - Construction Operators – reinforced toe
 - Inspectors – reinforced toe
 - Utility Locate Technicians – reinforced toe
- Administration
 - Warehouse staff – reinforced toe

The following areas are designated safe zones where safety shoes are not required.

- Administration Office
- Richard C Dent Operations Administration Building
- Walkways from the Wildpine Lab to Administration
- Walkways from Administration to Operations
- Parking lots adjacent to Administration and Operations
- River Center

Protective footwear must be replaced when conditions such as excessive tread wear, holes in soles or uppers or exposure of the protective toe cap are revealed. The District provides reimbursement up to \$150 per fiscal year for safety shoes or boots; see Personnel Policies & Procedures, Safety Shoe Reimbursement for more details. ~~All safety shoes and receipts must be presented to Safety Officer to confirm the shoes qualify for reimbursement.~~

e. Clothing

All District staff ~~shall~~must adhere to the District Uniform Policy that aligns with your Division. All District employees ~~shall~~must wear clothing suitable to the job they are performing and their work environment at all times.

1. Loose fitting clothing must not be worn if the employee ~~which~~ may be exposed an ~~employee~~ to an entanglement hazard ~~shall not be worn~~.
2. Do not wear rings, metal, bracelets, and other jewelry when working around or with machinery. Wearing jewelry while operating mechanical devices and during manual labor can increase your risk for serious injury.
3. When chemicals are in use, chemical protective clothing ~~shall~~must be worn according to the SDS recommendations provided by the manufacturer.
4. Tyvek or equivalent coverings must be worn when exposure to hazardous dust, biological, chemical, or overspray of toxic materials is present or is likely to occur.
5. Employees should pull back long hair when working with moving equipment. This can be achieved by wearing a hat, helmet, or hair net while working around machinery.

~~f.~~ f. Hearing Protection

~~Employees operating, or in the proximity of, tools or equipment producing noise levels in excess of 85 dBA shall utilize adequate hearing protection devices. District employees shall adhere to visual and audio signage for compliance.~~

~~Refer to Hearing Conservation Program for training resources and to learn about the audiometric testing program.~~

~~g.~~ f. Respiratory Protection

There are many tasks at the District that involve exposure to fumes, gases, mists, chemical dusts, etc., that ~~are~~ may be harmful to the respiratory system, or may cause exposure to environments containing insufficient oxygen to support human life.

Employees whose job description or common duties ~~will be required to wear~~ use of a respirator must complete a medical evaluation, fit-test, and training before being permitted to wear a respirator. Employees must be clean shaven prior to respirator use, including ~~or~~ annual fit-test procedures. Fit-testing will be conducted annually for employees who are required to use respirators.

Operations Department employees must be able to shave on site during their shift to ensure a proper face seal during chlorine cylinder changes or in case of emergency.

Refer to [the District's Safety Intranet page for additional resources](#) ~~Respiratory Program~~ [for training resources](#).

Examples of times to wear the appropriate respirator are: ~~;~~ cutting or drilling into cement, sandblasting, changing chlorine cylinders, spray painting, burning, chemical applications, ~~or~~ when an employee may be exposed to other respiratory hazards, [and as required by JHA](#).

4.3.6 Tools

- Employees must be trained in the use of all tools or equipment before use or operation. Use the right tool for the job.
- Remove defective tools or machinery from use immediately and report the defect to the Department Supervisor for repair or replacement.
- Never point an air hose at anyone or use it to clean clothing. This is extremely dangerous!
- Do not use electrical power tools or equipment while standing in water. Keep cords out of puddles.
- Keep all tools and materials away from edge of scaffolds, platforms, shaft openings, etc.
- Have cords, leads, hoses, etc. placed to avoid tripping hazards or getting damaged, away from oil, heat and/or chemicals.
- Check hose, fittings, and valves for leaks.
- Cylinders ~~shall~~[must](#) be kept upright and secured.
- Open cylinder valves slowly to prevent damage to regulator. Close valves if work is finished, moving cylinders, or placing into storage.
- Use only sturdy ladders on firm base. Where possible, angle out base $\frac{1}{4}$ of ladder working length. Keep area clear of scrap, tools, hoses, etc.
- Have ladder reach at least 3 feet above landing for easy access. Tie off ladder at top (secure bottom and brace long ladders).
- Read directions or when in doubt – check with your Supervisor or Safety Officer.

4.3.7 Warnings & Barricades

- Read danger warnings on container labels. Always follow all health/ safety precautions. Know before you use it. Always refer SDS and ensure a current copy of SDS.
- Place barricades, warning lights, caution tape, signs or combinations of, to warn of overhead danger, traffic, excavation, etc. Have authorized flagman or authorized attendants remain on site if necessary.
- Don't leave openings unprotected. Use strong cover, or barricade with 42" high guardrail (with mid-rail and toe-board).

4.3.8 Vehicles & Machinery

- Only qualified personnel ~~should~~[may](#) operate vehicles and other machinery.
- Always wear the vehicle or machinery seat belt. Including all passengers.
- Before starting machinery, opening valves, switches, etc., have safety guards in place.
- Do not ride on vehicles or mobile equipment unless specifically authorized.

- Always be seated when riding or operating equipment (unless designed for standing).
- Never adjust or repair machinery while in motion. Lock out, block, or bleed potential forces as required to prevent movement.
- Operate machinery and vehicles within rated capacity and at safe speeds.
- Vehicles requiring repair must be reported to the Construction Coordinator.

4.3.9 Vehicle Safety

Motor vehicle incidents are a leading cause of death and injury in the United States. Observance of state vehicle codes (traffic laws), properly maintained and inspected vehicles, and knowledge and use of defensive driving skills are crucial to avoid vehicle incidents. Also, minimizing distractions while driving is a key element in maintaining your safety while operating a vehicle. Distracted driving is driving while doing another activity that takes your attention away from driving, e.g., talking or texting on your phone, eating and drinking, fiddling with the stereo, entertainment or navigation system. District employees must minimize distractions while operating vehicles. Vehicle safety applies to all LRECD staff that drive as part of their official LRECD duties~~drivers using LRECD-owned, leased and rented vehicles~~. The Safety Officer will perform vehicle safety training annually.

4.3.10 Driver's Licensure

All individuals, including LRECD employees, interns, and volunteers~~and students~~ operating LRECD vehicles or a private vehicle to conduct LRECD business~~covered by this program~~ must possess a valid Florida driver's license for the vehicle's class. In some cases, a Commercial Driver's License (CDL) is required (see job description). Any ~~employee or student~~individual who operates a ~~LRECD~~-vehicle to conduct LRECD business knowing that his or her driver's license has been suspended or revoked will be subject to appropriate disciplinary action, up to and including termination.

4.3.11 Vehicle Maintenance

The ~~Engineering Operations~~ Department is responsible for overseeing the maintenance of all LRECD fleet vehicles. Supervisors and/or the Safety Officer is responsible for communicating all fleet transportation and vehicle safety procedures to drivers and recommending remedial action when drivers are involved in incidents or are found guilty of moving violations while using LRECD vehicles.

4.3.12 LRECD Driving Privileges

The privilege to drive an LRECD vehicle is conditioned on possession of a valid license to operate the vehicle and safe and lawful operation of the vehicle. Driving privileges may be revoked or suspended pursuant to the LRECD Personnel Policies & Procedures, Vehicle Use Policy~~Use of Company Vehicles~~. Conduct typically associated with suspension or revocation of these privileges include driving without a valid Florida driving license, driving under the influence, involvement in an avoidable incident, moving violations, and failure to follow other associated driving policies or procedures. New employees, through their Supervisor or other designated employee must complete familiarization training before being authorized to drive a District vehicle.

Safe Vehicle Operation Tips:

- Always do a 360° walk around the vehicle, checking within the fender wells and under the vehicle.
- Always wear a seat belt.
- Observe posted speed limits and other traffic signals.
- Yield to pedestrians.
- Park lawfully.
- If the vehicle appears to be unsafe to drive, do not drive it. Report the condition to supervisor.
- Do not overcrowd vehicles. This applies to passengers as well as equipment!
- Never pick up hitchhikers or transport non-authorized personnel.
- Never let personnel ride in a bed of a pick-up or other truck or trailer.
- Never leave the keys in an unattended vehicle.
- If you are unfamiliar with a particular vehicle, ask your supervisor or another employee for assistance in locating lights and other instruments before operating the vehicle.
- When hooked/connected to a trailer make sure brake lights, blinkers and hazard flashers are in a good working condition.
- Obscene items or material is not permitted to be displayed on any LRECD vehicles.
- When any heavy equipment (other than the normal car/truck) is being operated or towed to and from an off-site location, an LRECD trail vehicle, with all flashers on, will immediately trail and follow the equipment or tow vehicle.

4.3.13 Boating Safety

Check the weather before any boat trip. It may be necessary to reschedule field work due to inclement weather. If caught in a sudden storm and can't make it back to the marina, seek shelter under the nearest bridge and wait out the storm; if that is not possible, go to the nearest shore, exit the boat, and find suitable shelter until all clear.

Make sure you are familiar with all the safety gear on the boat. The following is a list of Coast Guard and District required safety equipment for Class I recreational vessel (16 to 26 feet):

- A Float Plan ~~shall~~must be issued by operator and sent to appropriate personnel prior to leaving dock and ~~shall~~must report when returned to dock.
- Approved Class I, II, III Personal Floatation Devices (PFD) for each person on board. Boat is equipped with ten 10 Class II orange jackets stored in a compartment designed to float free in the event of catastrophic vessel sinking.
 - All personnel aboard a District Vessel ~~shall~~must wear approved PFD issued by the District.
- Throwable device; seat cushions on board serve as throwable floatation devices.
- Fire Extinguisher; located under main seat; inspected annually.
- Sound-producing Device; an air horn is located under main seat.
- Anchors; vessel is equipped with a bow and a stern anchor.
- Bilge pump; vessel is equipped with automatic bilge pump and a manual hand pump located under rear seat
- Paddle
- Cell phone

- Vessel registration and Sea Tow membership card is kept in blue water-tight box next to helm.
- Vessel passengers who cannot swim, must wear a life jacket at all times.
- Anyone alone on the boat, ~~shall~~must wear a life jacket at all times.
- Sunscreen, hat and water are recommended to bring on boat trips.
- Take the AED in the red pelican case from the lab onto the boat for field days.
- Ensure First Aid Kit is reasonably outfitted for all causes.
- Anyone born after 1/1/1988 cannot drive the boat without completing an online or in person boater's safety course and obtaining ID card. The District recommends all staff complete a boater's safety course as one of their safety trainings.
- Keep the deck of the boat organized and clean to avoid trips, slips and falls.
- It is everyone's responsibility to make sure every item and every person is secure before putting the boat in motion. Secure any loose items such as kayaks and cooler lids which may catch wind and become airborne.

When working in or under the water, (i.e. snorkeling):

- A 24" x 24" dive flag must be displayed on the boat and visible from 360 degrees.
- Proper PPE ~~shall~~must be worn to prevent against cuts, stings, abrasions, and punctures.
 - Wet Suits, preferably 3mm or greater, booties, and gloves.
- Each diver working more than 100 feet from the boat must always carry a floatable dive flag when working in the vicinity of possible boat traffic. It is allowable to anchor dive flag, so diver may work in the immediate vicinity. The diver must stay within 25 feet from an anchored dive flag.

Refer to [the District's Safety Intranet page for additional resources](#) ~~Float Plan for training resources.~~

4.3.14 Electrical

- Only qualified ~~electricians~~employees should make electrical repairs or installations.
- Consider all wires "live" until verified and locked out. Keep safe distance from "live" electricity.
- Have electrical equipment properly grounded. Use 3-wire grounded receptacles, extension cords, or ensure double insulation
- Cord splices or repairs ~~shall~~must be electrically and mechanically equal to that cord's original state.
- Do not use metal ladders near high-powered electricity.
- Lockout/Tagout all electrical components and equipment when [physically engaging equipment, e.g., during inspection or](#) maintenance ~~is performed.~~

4.3.15 Lockout/Tagout Energy Control

Purpose - This procedure establishes the minimum requirements for controlling hazardous energy whenever maintenance or repair is ~~done~~performed on machinery, ~~on all affected LRECD~~equipment, and property. It is used to ensure that the machine or equipment is stopped, isolated from all potentially hazardous energy sources and locked out before

employees perform any servicing or maintenance where the unexpected energizing or start-up of the machine or equipment or release of stored energy could cause injury.

Lockout is the preferred method of isolating machines or equipment from energy sources. Tagout is to be performed instead of lockout only when there is no way to lockout a machine.

Refer to [the District's Safety Intranet page for additional resources](#) ~~LO/TO Program for training resources.~~

4.3.16 Fire Safety

The best defense against a fire is to prevent a fire from starting in the first place. Even under optimal circumstances, fires do occur. Efficient mechanisms for response are critical to prevent injury and loss when a fire happens.

There are a number of things all employees can do to be well prepared for fire emergencies:

- Know ~~Exit Routes—Know~~ exit routes from your office [and work areas](#)
- ~~Know Fire Extinguisher Locations—~~Know where the closest fire extinguishers are located in proximity to your [office and](#) work areas.
- ~~Emergency Numbers—Make sure you k~~Know ~~your~~ emergency [contact](#) numbers: [911](#).
- Know the location and operation of fire alarms

4.3.17a. Fire Drills

It is important for employees to know how to react to a fire emergency when they occur. All buildings are subject to fire drills at any time. Fire drills are a proactive approach that allows employees to experience building evacuations under a controlled environment. It allows for LRECD safety officials to identify problems that may occur under real life situations.

~~The~~ [Administration and](#) River Center staff ~~are~~is also responsible for instructing the general public and visitors on emergency exits. The Safety Officer in conjunction with the District Executive staff and the local Palm Beach County Fire & Rescue Special HAZMAT/Operations, when applicable, coordinates Fire drills.

4.3.18b. Miscellaneous Fire Hazards and Devices

There are several devices that are restricted or prohibited.

- **Candles:** Candles are NOT permitted in any rooms or offices at any time. Office areas may have a general area designated to be a break area with microwave, coffee pot, toasters, and toaster ovens.
- **Portable (space) Heaters:** Open coil heaters are not permitted in offices.
- **Wall Outlets:** Wall outlets should never be overloaded. Multi-plug adapters are only permitted if they have a built-in circuit breaker.

- **Seasonal Decorations:** All decorations made of combustible material must have a flame-retardant application applied to it by the manufacture. This documentation must be retained.
- **Explosives/Ordinance:** Materials such as guns, ammunition, fireworks, black powder, and pyrotex are not permitted in any LRECD building.
- **Oil Lamps:** Oil lamps are not permitted to be used or stored in LRECD buildings.
- **Extension Cords:** The use of extension cords is for temporary functions and duties only. No employee ~~shall~~may have any electrical cord of any kind under rugs. Cords with fractured insulation or exposed wires ~~shall~~must never be used and are to be immediately turned in to the Safety Officer.
- **Smoking:** Smoking by employees or the public is prohibited in all LRECD buildings as well as all LRECD owned or leased vehicles. Smoking is permitted in designated areas only.

4.3.19c. Fire Hydrants:

Never park within 50 feet of a hydrant in any direction.

4.3.20d. Fire Evacuation Plans

Each floor of every building ~~should~~must have a legible, conspicuous, emergency evacuation floor plan posted in view. **Emergency Numbers:** Emergency numbers ~~should~~must be posted for all occupants in plain view; these ~~should~~must include local law enforcement, safety, and poison control. **Exit Signs:** All exits must be visibly marked. Exits that are not exits or could be confused with an exit must be marked "not an exit". Nothing may obstruct the visibility of these signs and they must be illuminated by a light source of at least 5 foot-candles. All exit signs should be on emergency backup battery power and provide visibility in the event of a power outage or darkness. Signs should have red letters with white or black background.

4.3.21e. Fire Emergency Action Plan:

IN THE EVENT OF A FIRE: Find, if possible, and activate the nearest fire alarm. They are typically red and located by exit doors. Close Doors: Doing so usually slows the spread of fire and reduces smoke damage. Exit Building: All building occupants should exit the building by way of the closest exit. Consult the evacuation plan if you are unsure.

Call 911: If there is no sign of emergency personnel go to the closest phone and call 911 again, they will activate the emergency response system.

Fire Stairwells: Multi-floor buildings are built with fire rated stairwells. All evacuation exits from upper floors of a building should always be by the stairwell. Always keep moving and never congregate in the stairwell, always go down never go up.

Interior Doors: If you are opening an interior door, check the handle for heat; if it is hot do not open it. It will be likely to have fire on the other side; there could be tremendous pressure on the other side as well. Go to a window and signal for help!

~~Assemble Outside~~-(Muster Station~~Marshaling Area~~): A predetermined area ~~should~~has been selected so that a head count can be taken and accountability ensured. Do not leave

the area until the emergency has been cleared or someone with authority has released everyone. [Muster locations are provided on fire safety maps located in each permanently occupied building.](#)

Do Not Re-Enter the Building: Under no circumstances should anyone re-enter a building until the all-clear signal is given by the fire department, police department, or safety representative, [Executive Director, or his designee.](#)

4.3.22f. Portable Fire Extinguishers

An important part of fire safety is knowing where to find fire extinguishers and knowing how to use them if needed. Fire extinguishers are intended to provide a first aid attack on any small, incipient fire. Only trained employees should attempt to extinguish a fire, in no event should any untrained or inexperienced person try to fight a fire with an extinguisher.

The LRECD maintains portable fire extinguishers throughout the District as required and appropriate. You must be aware of portable fire extinguisher locations in proximity to your workspaces. Maps of portable fire extinguisher locations are available on the District's safety intranet page—[Building Layouts.](#)

LRECD primarily uses Multi-Purpose ABC Type Fire Extinguishers. These are for use on all A, B, or C type fires. The District maintains carbon dioxide (CO₂) extinguishers in locations where an electrical fire might occur involving sensitive, high-value electrical equipment like computers and network gear. A carbon dioxide extinguisher can be used on both Class B or C fires, it leaves no residue, is non-conductive, and is a non-contaminating gas.

The LRECD, through coordination by the Safety Officer, provides annual fire extinguisher training. Refer to [the District's Safety Intranet page for additional resources Fire Protection and Fire Extinguisher Program for training resources.](#)

4.3.234.3.17 Ergonomics

The purpose of this program is to inform employees that the LRECD is committed to improve our employees' comfort and wellbeing by identifying and correcting ergonomic risk factors on the job. This program applies to all work operations. LRECD has implemented this ergonomics program to address the problem of musculoskeletal disorders (MSDs).

Our goal through this Ergonomics Program is to prevent the occurrence of work-related musculoskeletal disorders by controlling or eliminating the risk factors that cause them. This program ensures that all affected employees are aware of job-related risk factors and provides information and solutions to alleviate them. LRECD promotes continuous improvement for the efficiency, comfort, and wellbeing of all employees through a team effort of management and employee involvement.

If, after reading this program, you find that improvements can be made, please contact your supervisor. We encourage suggestions and are committed to the success of our Ergonomics Program. We strive for clear understanding, safe and efficient work practices, and involvement in the program from every level in LRECD.

Elements of this training include the identification of workplace risk factors, job analysis methods, implementation and evaluation of control measures, and teamwork skills.

4.3.24a. Injury/Medical Management

LRECD requires all employees to immediately report any symptoms of discomfort that may be associated with their job duties. In most cases, employees are to report to their immediate supervisor. Those supervisors are responsible to recommend alternative work or medical evaluation for injured or ill employees.

Supervisors record and file written reports from the first observation of illness or injury through all subsequent follow-up activities. They are also responsible to forward information about the worker injury or illness for recording. Every work procedure that causes a worker injury or illness will be investigated and reported.

This documentation provides vital information for the identification of job-related risk factors so that the problems can be corrected. After verification of an employee's job-related injury or illness, the affected Director and Safety Officer will review this plan and re-evaluate the workstation or work area to determine if additional practices, procedures, or redesign of the station could be implemented to prevent similar injuries.

4.3.25b. Identifying Problem Jobs

There are several methods used to identify problem jobs that are most likely to result in ergonomic disorders. Jobs are evaluated for the following risk factors:

- Rate and number of repetitions: performance of the same motion or motion patterns every few seconds for more than two hours at a time.
- Postures and limb positions: fixed or awkward work postures such as overhead work, twisted or bent back, and bent wrist, stooping, or squatting, for more than a total of two hours.
- Vibration: use of vibrating or impact tools or equipment for more than a total of two hours.
- Loads/lifted: lifting, lowering, or carrying of anything weighing more than 25 pounds more than once during the work shift.
- Loads/static: holding a fixed or awkward position with arms or neck for more than ten seconds.
- Muscle forces: continually pulling or pushing objects.
- Work pace: piece rate or machine paced work for more than four hours at a time (legally required breaks cannot be included when totaling the four-hour limit).

Employee participation and assistance in evaluating new equipment and processes for potential risk factors are crucial. Employees also evaluate hand tools to determine if the designs are ergonomically suitable for the intended use and appropriate for the workers who use them.

Through job hazard analysis, problems are identified for correction and supervisors and employees in the affected areas are notified. Directors, Supervisors and the Safety Officer,

in conjunction with those affected employees, will develop possible solutions, choose the most appropriate, implement the changes, and follow up to determine the effectiveness.

4.3.26c. Employee Training

The management staff receives copies of this written ergonomics program and its policy statement regarding ergonomics in our workplace.

Information on the following elements are available to all employees:

- How to recognize workplace risk factors associated with work-related musculoskeletal disorders and the ways to reduce exposure to those risk factors.
- The signs and symptoms of work-related musculoskeletal disorders, the importance of early reporting, and medical management procedures.
- Reporting procedures and the person to whom the employee is to report workplace risk factors and work-related musculoskeletal disorders.
- The process LRECD is taking to address and control workplace risk factors, each employee's role in the process, and how to participate in the process.
- Opportunity to practice and demonstrate proper use of implemented control measures and safe work methods that apply to the job.

4.3.274.3.18 Maintenance of Traffic (MOT)

~~Loxahatchee River District employees must observe the most current MOT design standards for Construction and Maintenance Operations on the state highway system. MOT FORMS~~

LRECD will comply with the FDOT Utility Accommodation Manual, FDOT Design Standards and Manual Uniform Traffic Control Devices, latest revisions, for any operations within State, County, or Municipal right-of-way. Work zone traffic control will be directly supervised by a LRECD Employee holding a current Temporary Traffic Control Advanced Certification. All other employees involved with the work zone traffic control will hold a current Temporary Traffic Control Intermediate Certification or Flagger certification as their duties require. District staff who design traffic control plans will hold a current Temporary Traffic Control Advanced Certification. All traffic control plans will include a reproduction of the designers Temporary Traffic Control (TTC) Advanced Certification including their name, certification # and certification expiration date.

Loxahatchee River District Employee's may use outside vendors to provide work zone traffic control including traffic control plans, equipment and setup. Use of an outside vendor does not relieve the requirement for a District Supervisor with a current Temporary Traffic Control Advanced Certification. Traffic control plans provided by an outside vendor will include a reproduction of the designers Temporary Traffic Control (TTC) Advanced Certification including their name, certification # and certification expiration date as well as employer name and contact information.

~~These design standards are intended to support engineering processes for construction and maintenance. They are established to ensure uniform standards in preparation of construction on roadways or structures in roadways. It is the responsibility of the engineer of record using these standards to determine the fitness for a particular use of each standard~~

~~in the design of a project. The inappropriate use of these standards does not exempt the engineer from responsibility of developing an appropriate design. All projects on highways, roads, and streets must have a traffic control plan. All work shall be executed under the plan and approved procedures.~~

- ~~• Perform your duties as safely as possible~~
- ~~• Minimize the chance of injury to your fellow man~~
- ~~• Maintain roadways in a safe condition~~
- ~~• Shield motorists from undue hazards~~
- ~~• Communicate, coordinate, cooperate~~
- ~~• Understand the priorities, needs, limitations, and expertise of all agencies involved~~
- ~~• Wear appropriate PPE~~

~~• **Advanced Warning Area:** This is the first section that informs drivers about the incident area they are approaching. Ex: cones, warning signs, flaggers~~

~~• **Transition Area:** Section of highway where vehicles are redirected out of their normal path (tapers)~~

~~• **Activity Area:** Section where work activity is taking place. It is comprised of the work area, traffic space, and the buffer space~~

~~• **Termination Area:** This section returns vehicles to their normal lane of traffic~~

~~**NOTE:** Braking distance is the distance traveled by a vehicle from the instant the brakes lock up until the vehicle stops.~~

| Speed (mph) | Distance (ft) |
|-------------|---------------|
| 60 | 346 |
| 65 | 405 |
| 70 | 470 |
| 75 | 540 |

When conducting work in or near a right-of-way, LRECD staff must consider changing
~~Additional hazards and change to current conditions~~ and adjust PPE as required, for
example: ~~will need to be considered throughout the job.~~

- Class II High Visibility Vest (day work)
- Class III High Visibility Vest (night work)
- Dark eye wear is prohibited at night
- Avoid glare to oncoming vehicles
- ~~Provide additional warning and directional information to vehicles traveling through or around a traffic control zone~~
- ~~Use barrier vehicles to protect employees or equipment from vehicles that may unexpectedly enter the work zone~~

4.3.28 — Chemical Spills

~~The EPA regulations (40 CFR 265.30 to 265.56) establish procedures to ensure that emergencies are planned for and minimized in order to successfully protect the environment and surrounding community. To minimize hazards from releases of hazardous materials to air, soil, or surface water, the written plan must include the following:~~

- ~~Description of arrangements with local authorities and contractors to assist in spill cleanup and notification activities~~
- ~~Emergency equipment and corresponding locations of fire extinguishers, spill control equipment, etc.~~
- ~~Available decontamination equipment~~
- ~~Evacuation procedures, routes, and notification signals~~
- ~~Report all spills and Fill out an Environmental Report~~

~~Refer to Environmental Report for spill notification.~~

Spill Cleanup

~~If the spilled chemical is known to be a hazard or an unknown chemical the following procedures should be followed:~~

- ~~1. Evacuate personnel from immediate area; don the appropriate PPE if it is not already being worn.~~
- ~~2. Immediately contact 911 (Palm Beach County Fire Rescue HAZMAT/SPECIAL OPERATIONS Response Team) report the incident and do not attempt to enter, clean or clear the spill area.~~
- ~~3. Notify the Director of Operations of all incidents as soon as possible and the Director of Operations will advise the Executive Director of the situation.~~

~~If the spilled chemical is known and determined not be a life threatening hazard:~~

- ~~1. Barricade the spill area and notify others in surrounding areas.~~
- ~~2. Extinguish all sources of ignition. Do not turn on/off any electrical switches.~~
- ~~3. Ventilate the spill area if it is within an enclosed area.~~
- ~~4. Place one or more absorbents in an effective position to absorb, divert or contain the spill as needed.~~
- ~~5. Once the spill is contained, additional absorbents, neutralizers, absorbents or solidification agents can be used to finish cleanup.~~

- ~~6. Contact the Safety Officer to document spill cleanup activities, identify cause and determine remedial action.~~

~~Waste Disposal~~

~~Disposal of all cleanup materials that are either saturated or contaminated with hazardous materials is governed by local, state and federal laws. The Plant or Field Supervisor for the location the spill occurred will be responsible for the proper disposal of cleanup materials and coordination with the Safety Officer in notifying the Palm Beach County Health Department.~~

- ~~• Lab Waste Disposal Procedure:~~
 - ~~○ Deposit microbiological waste in orange biohazard bags and autoclave waste before disposing of in trash can.~~
 - ~~○ Collect acetone in flammable container and store onsite until arrangements are made to transport to Solid Waste Authority.~~
 - ~~○ Collect phenol waste in plastic container and store onsite until arrangements are made to transport to Solid Waste Authority.~~
 - ~~○ Collect broken mercury thermometers in safe container until arrangements are made to transport to Solid Waste Authority.~~

~~Chemical Procedures~~

~~Do not work with unfamiliar chemicals until you consult the Safety Data Sheets (SDS). If unsure, please consult your immediate Supervisor or the Safety Officer.~~

- ~~• Always wear the recommended Personal Protective Equipment (PPE). These recommendations are found in the SDS.~~
- ~~• Never dispose of any chemical until you are sure of its hazardous class. Contact the Safety Officer for disposal of any hazardous material.~~

~~4.3.29~~4.3.19 **Confined Space Entry**

The purpose of this program is to inform employees that the LRECD [and its employees will](#) ~~is~~ complying with standards consistent with the OSHA Confined Space Standard, Title 29 Code of Federal Regulations 1910.146. This program applies to all work operations at the LRECD where employees must enter a confined space as part of their job duties. ~~(LRECD Confined Entry Space Permit)~~

A confined space refers to a space which has 1) limited openings for entry and exit, 2) unfavorable ventilation which could contain or produce hazardous atmospheres, and 3) which is not intended for continuous employee occupancy. Examples of such confined spaces include, but are not limited to, metering vaults, regulating vaults, valve vaults, storage tanks, sludge pump vaults, well housings, dam site gate control chambers, pipelines, trenches, filter beds, air vacuum and release vaults, and other utility vaults, manholes and tunnels.

Non-permit confined space means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazard capable of causing death or serious physical harm.

A permit-required confined space (permit space) means a confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere.
2. Contains a material that has the potential for engulfing an entrant.
3. Has an integral configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross section.
4. Contains any other recognized serious safety or health hazard

Refer to [Permitted Confined Space on the District's Safety Intranet page for additional resources](#) ~~Confined Space Program for Training Resources.~~

~~4.3.30~~4.3.20 **Excavation, Trenching and Shoring**

Trenching is a hazardous construction operation. OSHA (CFR) Part 1926, Subpart P contains requirements for excavation and trenching operations. OSHA defines an excavation as any man-made cut, cavity, trench, or depression in the Earth's surface formed by earth removal. A trench is defined as a narrow excavation (in relation to its length). In general, the depth of a trench is greater than its width.

Trenching and excavation work presents serious hazards to all workers involved. Cave-ins are the greatest risk. Workers may enter trenches only after adequate protections are in place to address cave-in hazards. Other hazards include falling loads, hazardous atmospheres, and hazards from mobile equipment.

LRECD classifies all soil to be Class C. All training ~~shall~~will be annually via CBT, classroom and live training. Employees ~~who are designated by the employers and~~ who can consistently identify existing and predictable hazards; ~~existing and predictable shall~~ will be deemed competent persons by LRECD. Tabulated data ~~shall~~will accompany all trench boxes and speed shoring.

Refer to ~~Permitted Confined Space~~[Excavation, Trenching, and Shoring on the District's Safety Intranet page for additional resources](#) ~~Excavation, Trenching, Shoring Program for training resources.~~

~~4.3.31~~4.3.21 **Underground Utility Locates**

Before starting the excavation into the ground, do the following:

- Contact the owners of the property to inform them of the proposed work.
- Determine the location of utility sewer, telephone, fuel, electric, and water lines.

- Call 811, the “Call Before You Dig” number to establish the location of underground utilities in the work area. Be sure all underground locations are complete before excavation begins.
- Determine the exact location of underground installations by safe and acceptable means when excavation operations approach the approximate location of the installations.
- Ensure that while the excavation is open, underground installations are protected, supported to safeguard workers.

~~4.3.32~~ 4.3.22 **Hazardous Atmospheres**

Atmospheric testing is required before employees enter a confined space, an excavation greater than 4 feet in depth, or where a hazardous atmosphere could reasonably be expected. LRECD P provides employees with and requires the use of atmospheric testing equipment and ventilation controls to reduce the hazardous atmospheric condition to an acceptable level.

~~Refer to Gas Hazards Program and Atmospheric Hazards Program for~~ Contact the Safety Officer to schedule training or access additional training resources ~~Training Resources.~~

Acceptable Atmospheric Conditions

Between 19.5% - 23.5% Oxygen
 Less than 10% LFL for Combustible
 Less than 10 PPM for Toxic (H₂S)
 Less than 10 PPM for CO

NOTE: No employee will enter an excavation where hazardous atmospheres cannot be reduced to acceptable levels.

NOTE: Use of gas-powered equipment within excavations will require the use of ventilation equipment to prevent carbon monoxide buildup.

~~4.3.33~~ 4.3.23 **Fall Protection**

There are two types of falls, Lower Level and Same Level

- Lower Level would be falls from elevated height
- Same Level falls would be a slips or trips

There are two types of fall protection, Arrest and Restraint

- Fall Arrest is a form of fall protection which involves the safe stopping of a person already falling
- Fall Restraint is a form of fall protection which involves the employee from accessing the fall hazard

Fall protection is essential for preventing injuries due to falls from heights. Fall Protection is an integral part of our commitment to a safe work environment. Any time a worker is

exposed to a fall hazard, procedures and equipment must be used to eliminate the hazard of working at heights.

Supervisors and/or qualified staff must ~~shall~~ assess the risks associated with a task and ensure that proper procedures and equipment are in place to protect employees working at heights.

It is the duty of all supervisors, safety representatives, and employees to identify hazards, follow procedures, and use proper equipment. For example, staff must maintain work spaces clear of trip hazards.

Refer to the District's Safety Intranet page for additional resources ~~Fall Protection Program for Training Resources.~~

~~4.3.34~~4.3.24 **Reporting Safety Concerns**

All employees are empowered and expected to intervene and correct any hazard they may observe during the course of their work day. If an employee has a safety concern in an active job site, immediately communicate your concern to ~~with~~ the job site supervisor ~~the concern.~~ When warranted, inform the Safety Committee by submitting a ~~please inform your supervisor and/or use the~~ Safety Committee Action Form, to the Safety Officer.

~~4.3.35~~4.3.25 **Safety Inspections**

Safety inspections are ~~the primary~~ an effective tool for identifying the occurrence of unsafe conditions ~~before incidents occur.~~ A well-organized inspection program is vital to confirm employees are effectively implementing sound safety practices and working safely. Safety inspections may be conducted by the Safety Officer, members of the Safety Committee, Supervisors, Department Directors, or any LRECD employee ~~incident prevention and employee safety. If immediate attention is required, contact the Safety Officer. Inspections of areas by Supervisors or Department Directors are also applicable.~~

- Safety Inspections may but not limited too
 - Job Site Inspection
 - Random Inspections
 - Vehicle Inspections
 - Inspection of PPE

~~a.~~ **Criteria**

The LRECD assimilates many standards of the Occupational Safety and Health Administration (OSHA). Other assimilated safety entities include The American National Standards Institute (ANSI), the National Fire Protection Association (NFPA), and the Underwriter which create guidelines for inspection requirements. These are general industry standards as well as codes of regulations that should be followed.

Items of Concern during safety inspections:

- **Personal Protective Equipment (PPE):** Is appropriate personal protective equipment in place and being used properly?

- JHA: Was a JHA completed? Is it available for review?
- **Machine Guards:** Are they in place and operable?
- **Housekeeping:** Is the work area clean and in order?
- **Floors:** Are floors in good condition and free of trip hazards and obstructions?
- **Aisles:** Are aisles and passageways clear and free of tripping hazards?
- **Lighting:** Is lighting adequate for the work being performed?
- **Stairways:** Are stairs in good repair, with safe, secure handrails?
- **Machines and Equipment:** Is it in safe operating condition and is it being operated properly?
- **Electrical:** Is the area free from shock hazards and are adequate outlets available. Are extension cords being used? Are they in good condition?
- **Lock Out/Tag Out:** is lock out/tag out being effectively implemented?
- **First Aid:** Are first aid kits available and fully stocked? Are people trained in first aid, CPR, and AED usage?
- **Fire Extinguishers:** Are fire extinguishers accessible, properly maintained and are all occupants trained in their use?
- **Entrances:** Are entrances unobstructed, serviceable, and proper signage available?
- **Confined Space:** Was a confined space permit obtained?
- **Excavations:** Is shoring in place as required?
- **Hazardous Atmosphere:** Are gas detectors or blowers being used correctly?
- **Exits:** Are emergency exits marked properly and well lit.
- **Exterior:** Are sidewalks and parking lots free of debris?
- **MOT:** has a work zone been established? Has training been conducted?
- **Hazardous Communications (HAZCOM Plan):** Are any hazardous chemicals stored or used in this area? Are SDS's available and up to date? Do employees in the area know the location of the SDS binder?
- **Ergonomics:** Are ergonomic issues being addressed?
- **Blood- borne Pathogens:** Are employees exposed to these and are they trained in universal precautions?
- **Emergency Phone Numbers:** Are emergency numbers posted so all employees have access?
- **Personal Behavior:** Do employees understand the necessity to conduct themselves in a manner appropriate for their area, no horseplay, use proper Personal Protective Equipment, etc.?
- **Safety Equipment on Vehicles:** District vehicle safety equipment list will be inspected on a monthly basis by Supervisor and the crew assigned to that vehicle to ensure the required personal protective equipment and additional safety equipment is on board and available for use.

4.4 Stop Work Policy

This Stop Work Policy provides every person employed or engaged by the District the delegated authority and obligation to stop work when a perceived unsafe condition and/or behavior has the potential to result in danger to person(s), equipment, or the local environment. This District Governing Board and Management will fully support the decision(s) of an employee made in the prudent execution of this policy:

- Any District employee that observes a perceived unsafe condition that has the potential to result in danger to person(s), equipment, or the local environment

- ~~shall~~must call for a Stop Work Order (e.g., engage the active parties to immediately discontinue the unsafe work, condition, or behavior).
- The Stop Work Order must be applied in good faith.
 - Work that was ceased due to a Stop Work Order ~~shall~~must not resume until all safety ~~aspects~~concerns are cleared to the satisfaction of the employee who initiated the Stop Work Order or to the satisfaction of the Safety Officer.
 - The District will not retaliate against, and will not tolerate any intimidation or retribution towards, an employee that called a Stop Work Order in good faith.

Refer to [the District's Safety Intranet page for additional resources](#) ~~Stop Work Program for procedures (add hyperlink).~~

5. INCIDENT REPORTING

LRECD has a strict policy stating all incidents ~~shall~~must be reported immediately.

An incident is defined as: an unplanned, undesired work-related event that may cause injury, illness, or property damage, or a combination of all three. Incident severity may range from minor to catastrophic.

A Near Miss is ~~defined as an~~ unplanned event that did not result in injury, illness, or damage – but had the potential to do so~~incident that could have resulted in injury, illness or property damages but did not.~~

Refer to the District's Safety Intranet page for additional resources ~~Safety Observation Reporting presentation for training resources.~~
~~Fill out a~~ Safety Observation Report Card.

5.1 Incident/Near Miss Reporting

An incident reporting plan prescribes methods and practices for reporting incidents that can be read and understood by all employees.

The requirements of this program apply to all LRECD employees.

1. Near miss incidents (when an employee nearly had an incident but was able to avoid injury) are required to be recorded and reported.
 - Near miss incidents will be reported using the Near Miss Report form.
2. Actual incidents will be recorded and reported.
 - First Report of Injury ~~shall~~must be filled out.
3. Post-incident testing and reporting requirements ~~shall~~must not delay the employees' receipt of necessary medical attention.
4. The injured employee will notify Immediate Supervisor (even after hours)
 - If no supervisor responds, notify Safety Officer or HR
5. Either complete the Incident Report or have your supervisor complete the report
 - If you sustain a non-emergency or emergency injury, the immediate or responding supervisor will complete the following steps.
 - Supervisor ~~shall~~must fill out a Supervisors Incident Report
6. Any injury that requires medical treatment above first aid must submit to a post-accident drug screen.
7. The employee must report for testing to the Jupiter Urgent Care facility within 24 hours of the incident.
8. If the drug test is not performed with the allotted time frame, will be considered refusal to test, and may ~~resulting~~ in immediate termination.
9. Employees injured on the job are to report the injury to their supervisor immediately.
10. The injured employee's Supervisor and/or Division Director must notify the Safety Officer when an incident or near miss occurs within 24 hours.

Any employee witnessing an incident at work is to call for emergency help or whatever assistance appears to be necessary. In addition, the employee is to immediately report the

incident to his or her supervisor, if possible, and take part in answering questions related to the Incident Report and Investigation.

5.2 Vehicle Incident

If an [LRECD](#) employee, [intern, or volunteer](#) ~~of LRECD~~ is involved in a traffic incident while driving a [vehicle to conduct District business](#) ~~vehicle~~, the vehicle should not be moved, unless it creates a hazard, until local law enforcement has been called and advised the driver that it is safe to do so. Immediately after calling law enforcement, the driver should notify their Supervisor and/or the Safety Officer and report the incident. If the vehicle [is a LRECD vehicle and](#) needs to be towed, call the approved District towing company. The vehicle should be towed to the towing company's holding facility to be evaluated by [the delegated LRECD staff member](#) ~~the Construction Coordinator~~.

Refer to [the District's Safety Intranet page for additional resources](#) ~~Vehicle Incident Form~~

6. INVESTIGATION & RECORDKEEPING

The Safety Officer is the primary recordkeeper and responsible for maintaining the below following records and documentation with Human Resources serving as a backup while also obtaining appropriate copies for personnel folders:

- Incident investigation reports
- Employer's Incident Report
- Training records and certifications
- Investigation and Interviews
- DOT compliance information

6.1 Incident Investigation Procedures

Thorough investigation of all incidents will lead to identification of incident causes and help:

- Reduce economic losses from injuries and lost productive time;
- Determine why incidents occur, where they happen, and any trends that might be developing;
- Employees develop an awareness of workplace problems and hazards;
- Identify areas for process improvement to increase safety and productivity;
- Note areas where training or methods need to be improved; and
- Suggest a focus for safety program development.

For all incident investigations, the Safety Officer will perform the following duties:

- Conduct the incident investigation at the scene of the injury as soon after the injury as safely possible.
- Ask the employee involved in the incident and any witnesses, in separate interviews, to tell in their own words exactly what happened.
- Repeat the employee's version of the event back to him/her and allow the employee to make any corrections or additions.
- After the employee has given his/her description of the event, ask appropriate questions that focus on causes.

When finished, remind the employee the investigation was to determine the cause and possible corrective action that can eliminate the cause(s) of the incident. Complete a First Report of Injury with the employee and review data with employee for accuracy.

Refer to ~~First Report of Injury~~[First Report of Injury](#) form

The incident investigation is used to:

- Track and report injuries on a monthly basis;
- Group injuries by type, cause, body part affected, time of day, and process involved;
- Determine if any trends in injury occurrence exist and mitigate those trends if possible;

- Identify any equipment, materials, or environmental factors that seem to be commonly involved in injury incidents;
- Discuss the possible solutions to the problems identified with the safety team and supervisors; and
- Proceed with improvements to reduce the likelihood of future injuries.

6.2 Program Evaluation

The incident reporting and investigation program is evaluated and updated by the Safety Officer, Safety Committee, and the District's Insurance carrier annually to determine whether the plan is being followed and if further training may be necessary. It would be nice to add text about Safety Officer producing an annual report summarizing and analyzing the context of all incidents and near misses. This report should use process improvement tools, e.g., pareto charts, six sigma analyses, to identify potential opportunities for improvement.

7. DISCIPLINE

~~The purpose of this policy is to state the District's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure comes from good leadership and fair supervision at all employment levels.~~

~~The District's best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct a problem, prevent recurrence, and prepare the employee for competent, safe, secure and satisfactory service in the future.~~

Although employment with the District is based on mutual consent and both the employee and the District have the right to terminate employment 'at will', with or without cause or advance notice, the District may use progressive discipline in certain circumstances as determined by the District.

Disciplinary action may call for any of the steps – verbal warning, written warning, performance improvement plan, suspension with or without pay, or termination of employment – depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed, [see LRECD Personnel Policies & Procedures, Termination of Employment and Progressive Discipline for more information](#).

~~In general, an employee found violating the outlined safety rules and procedures from this document will be disciplined as follows:~~

- ~~● 1st offense – Verbal warning with a written summary outlining the corrective action to be kept with the supervisor.~~
- ~~● 2nd offense – Written Warning outlining the violation and corrective action. Kept in employees Personnel file~~
- ~~● 3rd offense – Performance Improvement plan – The Director determines that the employee has demonstrated the inability to perform the assigned work responsibilities in a safe manner. The performance Improvement plan will be set for a predetermined amount of time, not to exceed 180 days. The Director will conduct formal or informal meetings with the employee to discuss relative performance relative to the safety violation. Failure to meet the outlined expectations and goals will result in termination. The performance improvement process does not alter the at-will nature of employment.~~
- ~~● 4th offense – Single day or multiple day suspension without pay, depending on the severity of the infraction.~~
- ~~● 5th offense – Termination~~

~~Please refer to the District Policy and Procedures [7.1 Immediate Dismissal/Misconduct](#).~~

8. EMERGENCY PHONE NUMBERS

- Police, Fire, Ambulance: 911
- Jupiter Urgent Care 561-263-7010
- Safety Officer 561-401-4066 / (C) 561-262-2618
- Human Resources 561-401-4173 / (C) 561-779-3289
- Workers Compensation/PGCS 321-832-1400
- Kauff's Towing 800-432-7182

9. ACRONYMS AND DEFINITION'S

- AED – Automatic external defibrillator, used on heart attack victim's or when the heart as stopped
- SDS – Safety Data Sheets, document that lists information relating to occupational safety and health for use of various substances and products
- OSHA – Occupational Safety and Health Administration
- ANSI – American National Standards Institute
- NFPA – National Fire Protection Association
- MOT – Maintenance of Traffic

Employee Acknowledgement

Employee Safety Handbook Acknowledgment

I hereby acknowledge receipt of a copy of the Safety Handbook, either electronically or in paper form, for the Loxahatchee River District. I acknowledge that I have read and fully understand the guidelines and procedures contained in this handbook.

I accept responsibility for familiarizing myself with the information in this handbook and will report all unsafe conditions, accidents, and injuries. I agree that if there is any policy or provision in the handbook that I do not understand, I will seek clarification from; a member of the safety committee, my supervisor, or the Safety and Compliance Officer.

I understand that the policies, guidelines, and procedures are continually evaluated and may be amended, modified or terminated at any time.

Employee Signature

Date

Print Name

Department



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MARCH 1, 2021
SUBJECT: E-VERIFY POLICY

The Loxahatchee River District (LRD) is committed to upholding and being compliant with all applicable Florida Statutes. The attached E-Verify Policy is in response to Florida Statute 448.095, which became effective January 1, 2021, and requires the (1) LRD to use the E-Verify system to verify the work authorization status of newly hired employees and (2) LRD to only contract with contractors that use the E-Verify system to verify the work authorization status of their employees.

While the attached policy is not required, documenting this policy conforms with our recent efforts to improve governance through better documentation of our Rules, policies, procedures, and work papers. Mr. Shenkman has reviewed the policy and found it legally sufficient.

I look forward to receiving your comments and feedback on this draft policy. If you find the policy acceptable, I offer the following motion for your consideration:

“THAT THE GOVERNING BOARD approve the attached E-Verify Policy and direct the Executive Director to implement this policy with an effective date of March 19, 2021.”


2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

| | | | |
|--|----------------------------|-------------------|-------------------|
|  | LOXAHATCHEE RIVER DISTRICT | Doc No: | LRD-POL-FIN-08.00 |
| | | Effective Date | TBD |
| | | Revision History: | New |
| Author: Kara Fraraccio | | Revision No. | 0 |
| | | Review Date: | |
| Issuing Department: Finance and Administration | | Page: | Page 1 of 2 |

E-VERIFY POLICY

Purpose

The Loxahatchee River District (LRD) is committed to upholding and being compliant with all applicable Florida Statutes. This policy is in response to Florida Statute 448.095, which requires the (1) LRD to use the E-Verify system to verify the work authorization status of newly hired employees and (2) LRD to only contract with contractors that use the E-Verify system to verify the work authorization status of their employees.

Policy

It is the policy of the LRD that all newly hired employees will have their work authorization status verified using the E-Verify system. Only U.S. citizens or individuals otherwise legally permitted to perform services in the State of Florida will be employed by LRD. Furthermore, it is LRD policy to only enter into new contracts with contractors that have registered for and use the E-Verify system to verify the work authorization status of all their employees.

Contractors that enter a contract with a subcontractor, must receive from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with individuals that are not a U.S. citizen or otherwise legally permitted to perform services in the State of Florida.

Definitions

- A. Contract: means a written agreement (including purchase orders as provided for by Florida Statutes §287.058(1)) entered into in accordance with all the procedures of LRD whereby the Contractor provides labor, supplies, or services to the LRD for work or goods of a specified nature as outlined in the written agreement. The term Contract does not include a one-time purchase of services or supplies which is not part of continuing relationship.
- B. Contractor: means a person or entity that has entered or is attempting to enter into a Contract with LRD to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.
- C. E-Verify: means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- D. Employee: means a person filling an authorized and established position who performs labor or services for the LRD or Contractor in exchange for salary, wages, or other remuneration.

Authority: Florida Statutes 448.095

Date Approved by Governing Board: TBD

Relevant Procedures

The following procedures guide staff in the appropriate implementation of this policy:

- A. E-Verify Procedure
- B. New Hire Procedure

Relevant Policies

The following policies may relate to this policy:

- A. Personnel Policies and Procedures

Applicability

This policy applies to all LRD employees and contractors entering into a Contract to provide goods or services to LRD.

Consequences

Consequences will be as established in Florida Statute 448.095.

Policy Questions

Questions regarding this policy should be directed to the author(s) listed above.



Fixed Asset Disposal

No Fixed Assets are presented for Disposal this month.





Change Orders

No Change Orders are presented
for Board consideration this month.



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LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

To: D. Albrey Arrington, Ph.D., Executive Director
From: Kris Dean, P.E., Deputy Executive Director,
Director of Engineering
Date: March 11, 2021
Subject: Consultants Competitive Negotiation Act:
Bureau of Land Management (BLM) House
Demo and Construction

In compliance with the District's Purchasing Policies and Procedures and Florida Statute 287.055 the District engaged in the CCNA process for FY21 with advertisement of Request for Qualifications 20-001 PROFSERVICES on April 1, 2020. Included in the RFQ 20-001-PROFSERVICES was BLM House Demo and Construction.

Staff recently completed the CCNA Final Section Process and ranked the following firms in order of preference.

Chen Moore and Associates
KCI Technologies, Inc.
CAPTEC

Staff engaged with the firm determined to be most qualified and negotiated the attached contract.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the attached contract for Professional Engineering Services for BLM House Demo and Construction in the amount of \$146,422.00"

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract ("Contract") for Professional Engineering Services (the "Services") is made and entered into by the Loxahatchee River Environmental Control District, a Special District of the State of Florida ("District") and **Chen Moore and Associates, Inc.**, a Florida corporation ("Engineer"), in response to the District's Request for Qualifications **20-001 PROFSERVICES** for "Engineering Services for **BLM House Demo and Construction**."

WHEREAS, in accordance with Section 287.055, Florida Statutes ("Consultants' Competitive Negotiation Act" or "CCNA"), the District issued the Request for Qualifications for Engineering Services for **BLM House Demo and Construction** and solicited statements from qualified professional engineering firms to provide Services; and

WHEREAS, the District has selected Engineer to provide the Services and desires to enter into a contract within the purview of the CCNA; and

WHEREAS, Engineer represents that it has considerable qualifications, expertise and experience in this area as set forth in its response to the District's Request for Qualifications, and wishes to provide the Services to the District in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Term

See Exhibit A

Section 2. Representations by Engineer

By executing this Contract, Engineer makes the following express representations to the District:

A. Engineer is professionally qualified to act as an engineer for the District and provide the Services outlined in the Request for Qualifications issued by the District.

B. Engineer shall maintain all necessary licenses, permits, insurance or other authorizations necessary to act as an engineer for the District until Engineer's duties expressed herein have been fully satisfied.

C. Services performed by Engineer pursuant to this Contract shall comply with all applicable laws, codes and regulations and shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing within the same locality.

Section 3. Scope of Services

See Exhibit A

Section 4. Insurance

A. During the performance of Services under this Contract, Engineer shall secure and maintain, at its own expense, the following insurance policies:

- (1) Professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence or claim.
- (2) Workers' Compensation and employer's liability insurance for all employees engaged in work pursuant to this Contract in accordance with Florida law.
- (3) Comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000.00), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence.
- (4) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by Engineer with minimum limits of one million dollars (\$1,000,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for Bodily Injury Liability and a minimum of three hundred thousand dollars (\$300,000.00) for Property Damage Liability, or a single limit of three hundred thousand dollars (\$300,000.00).

B. All liability insurance, with the exception of professional liability, shall specifically provide that the District, and anyone else designated by the District, is an additional named insured with respect to the required coverages and the operations of Engineer pursuant to this Contract.

C. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days after written notice has been given to the District by certified mail/ return receipt requested.

D. All of Engineer's subcontractors and consultants shall be required to include the District and Engineer as additional insureds on their general liability insurance policies.

E. Engineer shall not commence its Services under this Contract until all insurance coverage required by this section has been obtained and certificates evidencing same are filed with the District.

Section 5. Standard of Care

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and Engineer shall, at no additional cost to the District, re-perform Services which fail to satisfy the

foregoing standard of care. Engineer warrants that all Services shall be performed by skilled and competent personnel to the standard of care above.

Section 6. Personnel

A. Engineer shall assign only qualified personnel to perform any of the Services.

B. At the time of execution of this Contract, the parties anticipate that the following named key individuals will perform those functions indicated [All persons listed below shall have been included in the Qualification Statement]:

Peter Moore, P.E., F ASCE – Principal-in-Charge
Suzanne Dombrowski, P.E.– Project Manager
Cristobal Betancourt, RLA, AICP – Landscape Architect
Sam Ferrari, AIA – Architect
Justin Tagle, E.I. – Project/Design Engineer (Site/Civil)
Michael Linden, P.E., LEED AP – Project/Design Engineer (Mechanical)
Charles Gableman, P.E., LEED AP– Project/Design Engineer (Electrical)
Ronald Jezerinac, P.E., S.E. – Project/Design Engineer (Structural)

C. Should Engineer reassign any functions or duties to new or additional individuals, Engineer shall provide the District with written notice of any such reassignment within ten (10) calendar days. District reserves the right to require Engineer to change any reassigned personnel.

Section 7. Duties and Obligations of the District

The District shall afford Engineer access to any project site as may be reasonably necessary for Engineer to properly perform the Services under this Contract and shall provide Engineer with sufficient guidance and input to perform all Services contemplated by this Contract in a timely manner.

Section 8. Payments

A. The District shall pay Engineer for Services performed pursuant to this Contract and a Work Authorization in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference or as otherwise agreed upon in writing by the District and Engineer. Engineer shall not bill the District for calls or communications of a routine basis that relate solely to the status of pending projects or matters.

B. As a condition precedent for any payment due under this paragraph, Engineer shall submit complete and accurate monthly invoices, unless otherwise agreed to in writing by the District, invoices to the District requesting payment for Services rendered and expenses incurred, as follows:

- (1) Each invoice shall bear the signature of Engineer, which signature shall constitute Engineer's representation to the District that the Services indicated in the invoice have been properly and timely performed, that the expenses included in the

invoice have been reasonably incurred, and that all obligations of Engineer covered by prior invoices have been paid in full (unless expressly indicated otherwise).

- (2) Engineer shall submit a monthly progress report for each project awarded by the District. The progress report shall include, but not be limited to, a statement of the time and contract dollars expended related to the Services under the Contract and a Work Authorization; and any associated construction project under Engineer's supervision. This report will be included in the Governing Board's monthly meeting notebook.
- (3) Engineer shall submit detailed time sheets for projects billed on a time and material basis and a written summary of Services completed for projects billed on a lump sum basis.

C. All submittals for payment of per diem and travel expenses by Engineer shall comply with the provision of Section 112.061, Florida Statutes, and all applicable District policies. The District shall not pay, nor shall Engineer incur, any per diem or travel expenses without the District's prior written approval.

D. The District shall make payment to Engineer within **30** days of receipt of a complete and accurate invoice.

Section 9. Indemnification

A. Engineer agrees to protect, indemnify, pay on behalf of, and hold harmless the District, its employees, and representatives from liabilities, damages, losses, claims and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the District, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and other persons employed or utilized by Engineer in performance of the Contract.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Engineer, nor shall this Contract be construed as a waiver of sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

C. Upon completion of all Services, obligations, and duties provided for in this Contract or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

Section 10. Independent Contractor

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The District shall have no right to supervise the means and methods used, but the District shall have the right to observe such performance. Engineer shall work closely with the District in performing the Services under this Contract.

Section 11. Project Records

A. All records reasonably related to the performance of the Services by Engineer or Engineer's consultants or subcontractors, which are not in possession of the District, shall be made available to the District or any state, federal or other regulatory authority for inspection and copying upon written request of the District. Such records include, but are not limited to, all plans, specifications, submittals, correspondences, minutes, memoranda, inspection reports, sound recordings, video recordings and computer files. These records include those documents reflecting the time expended and expenses incurred by the personnel of Engineer and its consultants or subcontractors in performing its obligations pursuant to this Contract.

B. Engineer shall maintain and protect such records for no less than seven (7) years after final completion of any project, or for any longer period of time as may be required by applicable or sound engineering practice.

Section 12. Ownership of Instruments

A. All instruments of professional Services including, but not limited to, documents, records, disks, original drawings, plans and specifications and other information created or procured by Engineer for Services performed pursuant to this Contract shall become the property of the District upon completion of the Services or project for which the instrument was utilized and upon payment by the District.

B. Engineer may maintain copies of all such instruments for its records, provided, however, that any material, products or patent paid for by the District pursuant to this Contract shall be the property of the District and shall not be used by Engineer for profit without the prior written consent of the District.

Section 13. Termination of Contract

A. *Engineer's Termination for Default:* Engineer may, on thirty (30) days' written notice to the District, terminate this Contract in the event the District fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District shall pay Engineer for all Services performed up to and including the date of termination. Engineer shall not, however, be entitled to any damages from such termination including, but not limited to, loss of anticipated profits.

B. *District's Termination for Default:* The District may, on thirty (30) days' written notice to Engineer, terminate this Contract without prejudice to any other remedy it may have, when Engineer fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District may take possession of all materials, products, documents and records necessary to complete pending Work Authorizations in whatever way it deems expedient. If the expense of completing the Work Authorization exceeds any unpaid balance due to Engineer under this Contract at the time of termination, Engineer shall be responsible to pay the District for the difference. If the expense of completing a Work Authorization is less than the unpaid balance due under the Work Authorization, Engineer shall be paid only for Services executed

and expenses incurred in accordance with the terms of this Contract up through the date of termination.

C. District's Termination without Default: The District may, on thirty (30) days' written notice to Engineer, without cause and without prejudice to any other right or remedy, elect to terminate this Contract. Upon such termination, the District shall pay Engineer for all Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

Section 14 Uncontrollable Forces

Neither the District nor Engineer shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, hurricane, windstorm, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

Section 15. Successors and Assigns

The District and Engineer each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Neither the District nor Engineer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

Section 16. Governing Law, Venue and Remedies

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Access and Audits

Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing Services pursuant to this Contract for at least three (3) years after termination or expiration of this Contract. The District 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 Engineer's place of business. In no circumstances will Engineer be required to disclose any confidential or proprietary information regarding its products and service costs.

Section 18. Federal and State Taxes

The District is exempt from federal tax and state sales tax and use taxes. Upon request, the District shall provide an exemption certificate to Engineer. Engineer is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall Engineer be authorized to use the District's tax exemption number in securing such materials.

Section 19. Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover from the non prevailing party or parties reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Section 20. Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

Section 21. Notice

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to:

Loxahatchee River Environmental Control District
Attn: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services
2500 Jupiter Park Drive
Jupiter, FL 33458

and if sent to Engineer shall be mailed to:

Chen Moore and Associates, Inc.
Attn: Peter Moore, President
500 W. Cypress Creek Road, #630
Fort Lauderdale, FL 33309

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

Section 22. Entirety of Contract

The District and Engineer agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23. Terminology and Captions

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

Section 24. Waiver

A waiver by either the District or Engineer of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 25. Preparation

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. In interpreting any provision of this Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Contract, each party recognizing that it and its counsel have had any opportunity to review this Contract and have contributed to the final form of same. Engineer agrees that the Contract is a legally binding document.

Section 26. Exhibits and Contract Documents

Each exhibit and each document referenced in this Contract form an essential part of this Contract. These exhibits and documents, even if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

Section 27. Survivability

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

Section 28. Representations and Binding Authority

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all its obligations under this Contract.

Section 29. Effective Date

The Effective Date of the Contract shall be the date on which it is executed by the last party to execute same.

Section 30. Time is of the Essence

Time is of the essence of this Contract and any Work Authorization. However, if the final date of any period which is set out in any provision of this Contract falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Florida, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

[Remainder of page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the District and Engineer have made and executed this Contract on the dates hereinafter written.

ENGINEER:

Chen Moore and Associates, Inc., a Florida corporation

By: 

Print Name: Jose Acosta, P.E.

Title: Vice President

Date: 3/11/21

DISTRICT:

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,
a Special District of the State of Florida**

By: _____
D. Albrey Arrington, Ph.D., Executive Director

Attest:

By: _____

Print Name: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: _____

March 11, 2021

Kris Dean, P.E.
Deputy Executive Director / Director of Engineering
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

Subject: BLM House Demolition and Construction
CMA Proposal No. P20.617

Dear Mr. Dean:

Chen Moore and Associates (CMA) is pleased to submit the attached of Scope of Services to provide professional services for the design, permitting, bidding assistance and construction administration for the BLM House Demolition and Construction project.

BACKGROUND

The United States Department of the Interior Bureau of Land Management (BLM) authorized a series of infrastructure related projects within the Jupiter Lighthouse Outstanding Natural Area (ONA). The purpose of these projects is to modernize existing facilities and infrastructure to ensure a safe visitor experience and working environment for staff, while enhancing the resilience of the ONA's congressionally designated values, including the protection of historic structures, scenic landscape and biological resources.

Loxahatchee River Environmental Control District (LRECD) will be responsible for demolition and reconstruction of two of the houses in the BLM authorization, Building H and Building I (see Exhibit A, project location map). This scope of services includes the planning, engineering, architecture, and landscape architecture professional services for the renovation of these two structures and associated site improvements.

The team consists of the following:

The "Client" is the Loxahatchee River Environmental Control District (LRECD)

The "Consultant" is Chen Moore and Associates, Inc. (CMA): project management, planning, site civil and landscape architecture

The "Subconsultant" PGAL: architecture

The "Subconsultant" JLRD: mechanical, electrical and plumbing

The "Subconsultant" Jezerinac Group: structural engineering

The "Subconsultant" Dynamic Environmental Associates, Inc.: archaeological monitoring

PROGRAM

The following components are included in the proposed project:

1. Site
 - a. Pedestrian gate
 - b. Bus loop
 - c. 2 bus parking spaces
 - d. 15 car parking spaces
 - e. Mature, native trees for shade in front and back
 - f. Picnic tables and outdoor seating
 - g. Native shrubs and groundcover for pollinators and wildlife
 - h. Connection from rear of buildings to trail system
 - i. Connectivity space between buildings
 - j. ADA access to doors and patio of each structure
 - k. Ground level lighting
2. Both Structures
 - a. Remove chimney, brick façade and planters at front of house
 - i. Analysis of existing chimney below roof line removal
 - b. Remove all non-load bearing walls in interior
 - c. Retrofit for ADA compliance throughout
 - d. Lead-based paint and asbestos abatement
 - e. Accordion partition to divide space
 - f. New roof
 - g. New HVAC system
 - h. New impact windows and doors
 - i. Adjust size/location of doors and windows to allow more light
 - ii. Convert main entrance to double door
 - iii. New flooring (tile that looks like weathered wood)
 - i. New plumbing fixtures
 - j. 3 unisex bathrooms
 - k. Modify porch to create functional space in poor weather
 - l. Food preparation area for snacks
 - m. Garbage facilities (inside, outside and access to dumpster)
 - n. Connectivity for communication with parents – wired or wifi
 - o. Storage for camper's gear
 - p. Storage for camp gear
 - q. Outdoor shower
 - r. Gear dunk with rainwater
 - s. Large slop basin tank
 - t. Solar panels for roof if allowable by stakeholder review
 - u. Sewer connection and low pressure station with possible telemetry

- v. FPL meter and service
- w. Connection to Town of Jupiter water service
- 3. Building H Learning Center
 - a. Main entrance at front of building with double doors and ADA accessibility
 - b. Storage space
 - c. Office with door and computer work station
 - d. Cubbies for camper gear
 - e. Secure carport for kayaks
 - f. ADA accessibility to porch (means of egress)
- 4. Building I Welcome Center
 - a. Main entrance through carport with ADA accessibility
 - b. Reception space
 - c. Office with door and two workstations
 - d. Small cubbies for visitor items
 - e. Ceiling mounted projector and screen
- 5. The project will not pursue LEED accreditation, however environmentally friendly designs are encouraged.

SCOPE OF SERVICES

The professional engineering services and the associated fees are described below.

TASK 1 – DATA COLLECTION

1.1 Data Collection

CONSULTANT will review past reports, plans and documents pertaining to the project provided by the CLIENT. CONSULTANT will perform Sunshine One design ticket call to identify existing utilities in the project area and contact these utility companies for information on their system.

TASK 2 – DESIGN SERVICES

2.1 Conceptual Design

2.1.1 Conceptual Site Plan

CONSULTANT shall prepare one (1) conceptual site plan. Site plans will be black and white drawings, renderings are not included.

2.1.2 Conceptual Architectural Plans

SUBCONSULTANT shall prepare three (3) conceptual architectural plans.

2.1.3 Opinion of Probable Cost

CONSULTANT shall prepare opinion of probable cost for each of the options.

2.1.4 Technical Memorandum

CONSULTANT shall prepare a technical memorandum to include the above documents and summarize the advantages and disadvantages of each option. CONSULTANT shall include recommendations for construction phasing to meet budget requirements from CLIENT.

2.1.5 Conceptual Design Review Meeting

CONSULTANT and SUBCONSULTANT shall meet with CLIENT to review comments on the Conceptual Design Submittal.

2.2 90% Design Submittal

2.2.1 90% Plans and Specifications

CONSULTANT and SUBCONSULTANT shall prepare 90% design submittal including plans and technical specifications. The Technical Specifications will be included within the plan sheets. The following components will be included in the 90% design submittal:

- Site plan
- Site utilities
 - Utility plans will consist of connection to water and sewer services proposed in different project.
- Paving, grading and drainage
- Landscape architecture
- Architectural
- Mechanical, Electrical, Plumbing
- Structural

2.2.2 90% Submittal Opinion of Probable Cost

CONSULTANT shall prepare an Opinion of Probable Cost for items included within the 90% plans and specifications.

2.2.3 90% Review Meeting

CONSULTANT and SUBCONSULTANT shall meet with CLIENT to review comments on the 90% Design Submittal.

2.3 100% Bid Documents

CONSULTANT and SUBCONSULTANT shall prepare 100% bid documents that incorporate comments from Client on 90% Design Submittal.

TASK 3 –STAKEHOLDER COORDINATION

3.1 Bureau of Land Management

CONSULTANT shall coordinate review of Conceptual Design and 90% Design Submittal with the Bureau of Land Management (BLM).

3.2 Loxahatchee River Historical Society

CONSULTANT shall coordinate review of Conceptual Design and 90% Design Submittal with the Loxahatchee River Historical Society.

TASK 4 – BIDDING ASSISTANCE

4.1 Pre-Bid Meeting

CONSULTANT shall assist with the preparation of materials and attend a pre-bid meeting to be attended by any interested contractor. The purpose of the meeting will be to outline any special site conditions and clarify any contractor questions.

4.2 Respond to Questions / Addendums

CONSULTANT shall assist Client by responding to all written inquiries made by contractors regarding utility relocation and prepare addenda to clarify contract questions.

4.3 Bid Analysis

CONSULTANT shall review bids based on LRECD criteria. CONSULTANT shall review apparent lowest responsive bid for acceptability of cost. CONSULTANT shall contact references for apparent lowest responsive bidder for opinion of past performance. CONSULTANT will provide Engineer's Recommendation of Award letter to CLIENT.

TASK 5 – CONSTRUCTION ADMINISTRATION SERVICES

5.1 Meetings

CONSULTANT will conduct pre-construction and progress meetings throughout construction at a schedule determined by the Client. Subconsultants will attend meetings as needed to discuss items pertaining to their discipline. It is assumed that CONSULTANT will conduct up to eight (8) meetings. CONSULTANT will produce agendas, sign in sheets, and meeting minutes for each meeting.

5.2 Submittal Review

CONSULTANT will review submittals from the contractor to verify that they are in conformance with the contract requirements.

5.3 Process Payment Requests

CONSULTANT will review contractor's payment request and compare to daily report for accuracy. CONSULTANT will make recommendations to the CLIENT on the amounts to process for pay requests.

5.4 RFI Responses and Change Orders

CONSULTANT will review and provide response to Request for Information and Change Orders.

5.5 Walk Throughs

CONSULTANT and SUBCONSULTANTS will attend substantial completion and final walk through and prepare a punch list of items to be corrected.

5.6 Project Closeout and Certification

CONSULTANT will review project asbuilts and certify the project at completion.

TASK 6 – RESIDENT PROJECT REPRESENTATIVE OR INSPECTION SERVICES

6.1 Construction Inspections

CONSULTANT will perform construction inspections while contractor is on site (assumes four (4) months, three (3) inspections per week, for a total of 48 site visits) and prepare daily field reports. SUBCONSULTANTS will perform inspections as required for their discipline.

6.2 Archaeological Monitoring

SUBCONSULTANT will perform inspections prior to and during construction to confirm that no archaeological artifacts are found or disturbed. SUBCONSULTANT will perform the following:

- During design, prior to commencing site activities, SUBCONSULTANT will review and assess resources recorded in the Florida Master Site Files held by the State Historic Preservation Office, to obtain records of any previously conducted survey of, or near, the project area. (SOP, no cost)
- During design, prior to commencing site activities, SUBCONSULTANT will work with CLIENT and the BLM to determine what conditions may constitute a “significant” find, which may require a pause in site operations.
- Monitor all ground-disturbing activities during the renovation construction project. All archaeological monitoring would be conducted by persons who meet the Secretary of the Interior’s established Archaeologist Qualification Standards.
- Artifacts that are identified, if any, will be documented and recovered for future disposition.
- For budgeting purposes it is estimated that the following will be required:
 - Three (3) consecutive days of monitoring for initial ground-disturbing activities.
- Additional daily monitoring, as needed, throughout the project (estimated at two (2) days).
- At the completion of monitoring activities, SUBCONSULTANT will prepare a brief report summarizing the monitoring conducted, findings, and other project related information.

TASK 7 – REIMBURSABLES

The following are estimated costs of reimbursable expenses. The CLIENT will only pay for those services which were used.

7.1 Printing

The costs for the printing and reproduction costs for submittal material will be billed to the project.

ASSUMPTIONS

- This proposal does not include services for right of way or easement acquisition.
- Surveying services, including tree survey, during design or construction are not included.

- Geotechnical engineering services are not included.
- Abatement for asbestos and lead paint is not included. Studies to identify these materials will be provided by CLIENT.
- Meeting attendance will include representatives from CMA and PGAL. Client comments will be relayed to other subconsultants.
- Site plan approval from the Town of Jupiter Planning and Zoning is not required and therefore not included.
- Fire Rescue plan review is not required and therefore not included.
- Photometrics plans are not included.
- Septic tank abandonment and utility services are not included. These items will be part of a different LRECD project.
- No permits are required prior to construction. Contractor will obtain building departments permits upon award of the project. CONSULTANT and SUBCONSULTANT will provide signed and sealed drawing for building department permits and will provide comments responses and drawing revisions as needed.
- Opinion of probable cost will be provided for client budgeting purposes. Third party cost estimating services are not included and therefore the accuracy of the cost estimate is not guaranteed.
- Client will provide front-end contract documents to be used for bidding.
- Client will provide venue for public meetings.
- Client will provide public advertisement for public meetings.
- Bid analysis will not include legal review of submitted documents.
- Material testing during construction is not included. Contractor will provide material testing and CONSULTANT will review test reports.
- Diagnostic analysis and curation of recovered artifacts, if discovered, is not included.
- Preparation of record drawings is not included. ENGINEER will review asbuilts provided by the Contractor for permit certification.

DELIVERABLES

CONSULTANT will provide the deliverables below. PDF copies will be provided via email for all deliverables that have hard copies included.

- Conceptual Design: One (1) copy of conceptual plans (24"x36"), opinion of probable cost (letter size) and technical memorandum (letter size)
- 90% Design: One (1) copy of design plans (24"x36") and opinion of probable cost (letter size)
- 100% Bid Documents: One (1) copy of design plans (24"x36") and opinion of probable cost (letter size)
- Engineer's Recommendation of Award letter: One (1) copy (letter size)
- Contractor pay requests and CONSULTANT recommendation letter will be furnished in the number of copies as required by CLIENT (electronic PDF).

The following items will be provided in PDF format via email:

- Meeting agendas, sign-in sheets, and minutes
- Construction inspection reports, walk-through notes, punch lists, close out letters
- Approved construction submittals

SCHEDULE OF SERVICES

The schedule of services will be performed as follows:

| TASK | ESTIMATED DAYS FROM NTP |
|---|----------------------------|
| TASK 1 - DATA COLLECTION | 14 |
| TASK 2 – DESIGN SERVICES | |
| 2.1 Conceptual Design | 44 |
| 2.2 90% Design Submittal | 88 |
| 2.3 100% Bid Documents | 118 |
| TASK 3 –STAKEHOLDER COORDINATION | 118 |
| TASK 4 – BIDDING ASSISTANCE | 178 |
| TASK 5 – CONSTRUCTION ADMINISTRATION SERVICES | 418 |
| TASK 6 – RESIDENT PROJECT REPRESENTATIVE OR INSPECTION SERVICES | 418 |
| TASK 7 – REIMBURSABLES | N/A |
| TOTAL PROJECT DURATION | 418 |

The schedule assumes a two (2) week review period from Client.

FEES

The fees for the above tasks are as follows.

| TASK | FEE |
|---|---------------------|
| TASK 1 - DATA COLLECTION | \$8,340.00 |
| TASK 2 – DESIGN SERVICES | \$70,377.00 |
| TASK 3 –STAKEHOLDER COORDINATION | \$4,020.00 |
| TASK 4 – BIDDING ASSISTANCE | \$4,975.00 |
| TASK 5 – CONSTRUCTION ADMINISTRATION SERVICES | \$26,310.00 |
| TASK 6 – RESIDENT PROJECT REPRESENTATIVE OR INSPECTION SERVICES | \$31,100.00 |
| TASK 7 – REIMBURSABLES | \$1,300.00 |
| TOTAL PROJECT FEE | \$146,422.00 |

Tasks 1-6 will be lump sum and billed according to the percent complete. Task 7 will be billed at cost.

See Exhibit B for a breakdown of fees.

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



Should you have any questions, please do not hesitate to contact me at my office at (561) 746-6900 x 1035, my cell phone at (954) 650-7996 or send me an electronic message at sdombrowski@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Suzanne Dombrowski, P.E., ENV SP
Senior Engineer & West Palm Beach Office Manager

Attachment(s): Exhibit A Project Location Map
 Exhibit B Fee Breakdown

*BLM House Demolition and Construction
Exhibit A: Project Location*



Legend

 Project Area



**Loxahatchee River Environmental Control District
BLM House Demolition and Construction
Exhibit B: Fee Schedule**

Chen Moore and Associates Project #

P20.617

| | Subconsultant Costs | Associate LA | Senior Designer | Associate Engineer | Professional Staffing Senior Const. Spec. | Project LA/ Planner | Senior Engineer | Project Manager | Sr. Project Manager | Total |
|--|------------------------|-----------------|--------------------|-----------------------|---|------------------------|--------------------|--------------------|------------------------|------------------|
| Hourly Rate | | \$95.00 | \$135.00 | \$115.00 | \$125.00 | \$135.00 | \$165.00 | \$195.00 | \$210.00 | |
| TASK 1 - DATA COLLECTION | | | | | | | | | | |
| 1.1 Data Collection | \$4,210 | 8 | | 16 | | 2 | 4 | 2 | 1 | \$8,340 |
| Task 1 Total | | | | | | | | | | \$8,340 |
| TASK 2 – DESIGN SERVICES | | | | | | | | | | |
| 2.1 Conceptual Design | | | | | | | | | | |
| 2.1.1 Conceptual Site Plan | \$0 | 8 | 8 | 8 | | 4 | 4 | 2 | 1 | \$4,560 |
| 2.1.2 Conceptual Architectural Plans | \$7,500 | | | | | | | | | \$7,500 |
| 2.1.3 Opinion of Probable Cost | \$0 | | | 8 | | 4 | 2 | 1 | 1 | \$2,195 |
| 2.1.4 Technical Memorandum | \$0 | | | 8 | | | 8 | 4 | 2 | \$3,440 |
| 2.1.5 Conceptual Design Review Meeting | \$180 | | | | | 2 | 2 | 2 | 2 | \$1,590 |
| <i>2.1 Conceptual Design Total</i> | | | | | | | | | | <i>\$19,285</i> |
| 2.2 90% Design Submittal | | | | | | | | | | |
| 2.2.1 90% Plans and Specifications | \$17,222 | 16 | 16 | 12 | | 12 | 4 | 4 | 2 | \$25,762 |
| 2.2.2 90% Submittal Opinion of Probable Cost | \$0 | 2 | | 8 | | 1 | 2 | 1 | 1 | \$1,980 |
| 2.2.3 90% Review Meeting | \$0 | | | | | 2 | 2 | 2 | 2 | \$1,410 |
| <i>2.2 90% Design Submittal Total</i> | | | | | | | | | | <i>\$29,152</i> |
| 2.3 100% Bid Documents | \$17,000 | 12 | 8 | 8 | | 4 | 4 | 2 | 1 | \$21,940 |
| Task 2 Total | | | | | | | | | | \$70,377 |
| TASK 3 –STAKEHOLDER COORDINATION | | | | | | | | | | |
| 3.1 Bureau of Land Management | | | | | | 4 | 4 | 2 | 2 | \$2,010 |
| 3.2 Loxahatchee River Historical Society | | | | | | 4 | 4 | 2 | 2 | \$2,010 |
| Task 3 Total | | | | | | | | | | \$4,020 |
| TASK 4 – BIDDING ASSISTANCE | | | | | | | | | | |
| 4.1 Pre-Bid Meeting | | | | | | 2 | | 2 | | \$660 |
| 4.2 Respond to Questions / Addendums | \$2,860 | | | | | | 2 | 2 | 1 | \$3,790 |
| 4.3 Bid Analysis | | | | | | | 2 | 1 | | \$525 |
| Task 4 Total | | | | | | | | | | \$4,975 |
| TASK 5 – CONSTRUCTION ADMINISTRATION SERVICES | | | | | | | | | | |
| 5.1 Meetings | \$2,700 | | | | 16 | 8 | 12 | 16 | 2 | \$11,300 |
| 5.2 Submittal Review | | | 8 | 8 | | 2 | 2 | | | \$2,600 |
| 5.3 Process Payment Requests | \$0 | | | | 8 | | 4 | 2 | | \$2,050 |
| 5.4 RFI Responses and Change Orders | \$2,700 | | | | 8 | 4 | 4 | 2 | | \$5,290 |
| 5.5 Walk Throughs | \$1,000 | | | | 4 | 4 | 4 | 4 | | \$3,480 |
| 5.6 Project Closeout and Certification | \$0 | | | | | 4 | 4 | 2 | | \$1,590 |
| Task 5 Total | | | | | | | | | | \$26,310 |
| TASK 6 – RESIDENT PROJECT REPRESENTATIVE OR INSPECTION SERVICES | | | | | | | | | | |
| 6.1 Construction Inspections | \$7,830 | | | | 96 | 16 | 12 | 8 | 2 | \$25,950 |
| 6.2 Archaeological Monitoring | \$5,150 | | | | | | | | | \$5,150 |
| Task 6 Total | | | | | | | | | | \$31,100 |
| TASK 7 – REIMBURSABLES | | | | | | | | | | |
| 7.1 Printing | \$1,300 | | | | | | | | | \$1,300 |
| Task 7 Total | | | | | | | | | | \$1,300 |
| FEE TOTAL | | | | | | | | | | \$146,422 |



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

To: D. Albrey Arrington, Ph.D., Executive Director
From: Kris Dean, P.E., Deputy Executive Director,
Director of Engineering
Date: March 8, 2021
Subject: Consultants Competitive Negotiation Act: 20
Acre/9278 Indiantown Road/PCN 00-42-41-06-
00-000-1030 – Master Plan

In compliance with the District's Purchasing Policies and Procedures and Florida Statute 287.055 the District engaged in the CCNA process for FY21 with advertisement of Request for Qualifications 20-001 PROFSERVICES on April 1, 2020. Included in the RFQ 20-001-PROFSERVICES was development of the District's 20 Acre parcel located at 9278 Indiantown Road.

Staff recently completed the CCNA Final Section Process and ranked the following firms in order of preference.

KCI Technologies, Inc.
Chen Moore and Associates
CAPTEC

Staff engaged with the firm determined to be most qualified and negotiated the attached contract.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the attached contract for Professional Engineering Services for Master Planning in the amount of \$286,148.00"

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This Contract (“Contract”) for Professional Engineering Services (the “Services”) is made and entered into by the Loxahatchee River Environmental Control District, a Special District of the State of Florida (“District”) and **KCI Technologies, Inc.**, a **Delaware** corporation (“Engineer”), in response to the District’s Request for Qualifications for “Engineering Services for **20 Acre/9278 Indiantown Road/PCN 00-42-41-06-00-000-1030.**”

WHEREAS, in accordance with Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act” or “CCNA”), the District issued the Request for Qualifications for Engineering Services for **20 Acre/9278 Indiantown Road/PCN 00-42-41-06-00-000-1030** and solicited statements from qualified professional engineering firms to provide Services; and

WHEREAS, the District has selected Engineer to provide the Services and desires to enter into a contract within the purview of the CCNA; and

WHEREAS, Engineer represents that it has considerable qualifications, expertise and experience in this area as set forth in its response to the District’s Request for Qualifications, and wishes to provide the Services to the District in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Term

See Exhibit A

Section 2. Representations by Engineer

By executing this Contract, Engineer makes the following express representations to the District:

A. Engineer is professionally qualified to act as an engineer for the District and provide the Services outlined in the Request for Qualifications issued by the District.

B. Engineer shall maintain all necessary licenses, permits, insurance or other authorizations necessary to act as an engineer for the District until Engineer’s duties expressed herein have been fully satisfied.

C. Services performed by Engineer pursuant to this Contract shall comply with all applicable laws, codes and regulations and shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing within the same locality.

Section 3. Scope of Services

See Exhibit A

Section 4. Insurance

A. During the performance of Services under this Contract, Engineer shall secure and maintain, at its own expense, the following insurance policies:

- (1) Professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence or claim.
- (2) Workers' Compensation and employer's liability insurance for all employees engaged in work pursuant to this Contract in accordance with Florida law.
- (3) Comprehensive general liability insurance with bodily injury limits of not less than one million dollars (\$1,000,000.00), combined single limit, per occurrence and with property damage limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence.
- (4) Comprehensive automobile liability insurance for all owned, non-owned and hired automobiles and other vehicles used by Engineer with minimum limits of one million dollars (\$1,000,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for Bodily Injury Liability and a minimum of three hundred thousand dollars (\$300,000.00) for Property Damage Liability, or a single limit of three hundred thousand dollars (\$300,000.00).

B. All liability insurance, with the exception of professional liability, shall specifically provide that the District, and anyone else designated by the District, is an additional named insured with respect to the required coverages and the operations of Engineer pursuant to this Contract.

C. All of the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days after written notice has been given to the District by certified mail/ return receipt requested.

D. All of Engineer's subcontractors and consultants shall be required to include the District and Engineer as additional insureds on their general liability insurance policies.

E. Engineer shall not commence its Services under this Contract until all insurance coverage required by this section has been obtained and certificates evidencing same are filed with the District.

Section 5. Standard of Care

Engineer shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and

Engineer shall, at no additional cost to the District, re-perform Services which fail to satisfy the foregoing standard of care. Engineer warrants that all Services shall be performed by skilled and competent personnel to the standard of care above.

Section 6. Personnel

A. Engineer shall assign only qualified personnel to perform any of the Services.

B. At the time of execution of this Contract, the parties anticipate that the following named key individuals will perform those functions indicated [All persons listed below shall have been included in the Qualification Statement]:

| | |
|--|--|
| <u>Bruce Reed, RLA</u> | – Principal-in-Charge |
| <u>Todd Mohler, RLA</u> | – Project Manager |
| <u>ACAI Associates, Subconsultant</u> | – Architect |
| <u>Todd Mohler,RLA / Robert Zuccaro,PE</u> | – Project/Design Engineer (Site/Civil) |
| <u>N/A</u> | – Project/Design Engineer (Mechanical) |
| <u>Smith Engineering, Subconsultant</u> | – Project/Design Engineer (Electrical) |
| <u>N/A</u> | – Project/Design Engineer (Structural) |
| <u>Benjamin Hoyle, PSM</u> | – Survey |

C. Should Engineer reassign any functions or duties to new or additional individuals, Engineer shall provide the District with written notice of any such reassignment within ten (10) calendar days. District reserves the right to require Engineer to change any reassigned personnel.

Section 7. Duties and Obligations of the District

The District shall afford Engineer access to any project site as may be reasonably necessary for Engineer to properly perform the Services under this Contract and shall provide Engineer with sufficient guidance and input to perform all Services contemplated by this Contract in a timely manner.

Section 8. Payments

A. The District shall pay Engineer for Services performed pursuant to this Contract and a Work Authorization in accordance with the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference or as otherwise agreed upon in writing by the District and Engineer. Engineer shall not bill the District for calls or communications of a routine basis that relate solely to the status of pending projects or matters.

B. As a condition precedent for any payment due under this paragraph, Engineer shall submit complete and accurate monthly invoices, unless otherwise agreed to in writing by the District, invoices to the District requesting payment for Services rendered and expenses incurred, as follows:

- (1) Each invoice shall bear the signature of Engineer, which signature shall constitute Engineer's representation to the District that the Services indicated in the invoice

have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred, and that all obligations of Engineer covered by prior invoices have been paid in full (unless expressly indicated otherwise).

- (2) Engineer shall submit a monthly progress report for each project awarded by the District. The progress report shall include, but not be limited to, a statement of the time and contract dollars expended related to the Services under the Contract and a Work Authorization; and any associated construction project under Engineer's supervision. This report will be included in the Governing Board's monthly meeting notebook.
- (3) Engineer shall submit detailed time sheets for projects billed on a time and material basis and a written summary of Services completed for projects billed on a lump sum basis.

C. All submittals for payment of per diem and travel expenses by Engineer shall comply with the provision of Section 112.061, Florida Statutes, and all applicable District policies. The District shall not pay, nor shall Engineer incur, any per diem or travel expenses without the District's prior written approval.

D. The District shall make payment to Engineer within **30** days of receipt of a complete and accurate invoice.

Section 9. Indemnification

A. Engineer agrees to protect, indemnify, pay on behalf of, and hold harmless the District, its employees, and representatives from liabilities, damages, losses, claims and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the District, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Engineer and other persons employed or utilized by Engineer in performance of the Contract.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Engineer, nor shall this Contract be construed as a waiver of sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

C. Upon completion of all Services, obligations, and duties provided for in this Contract or in the event of termination of this Contract for any reason, the terms and conditions of this Article shall survive.

Section 10. Independent Contractor

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The District shall have no right to supervise the means and methods used, but the District shall have the right to observe such performance. Engineer shall work closely with the District in performing the Services under this Contract.

Section 11. Project Records

A. All records reasonably related to the performance of the Services by Engineer or Engineer's consultants or subcontractors, which are not in possession of the District, shall be made available to the District or any state, federal or other regulatory authority for inspection and copying upon written request of the District. Such records include, but are not limited to, all plans, specifications, submittals, correspondences, minutes, memoranda, inspection reports, sound recordings, video recordings and computer files. These records include those documents reflecting the time expended and expenses incurred by the personnel of Engineer and its consultants or subcontractors in performing its obligations pursuant to this Contract.

B. Engineer shall maintain and protect such records for no less than seven (7) years after final completion of any project, or for any longer period of time as may be required by applicable or sound engineering practice.

Section 12. Ownership of Instruments

A. All instruments of professional Services including, but not limited to, documents, records, disks, original drawings, plans and specifications and other information created or procured by Engineer for Services performed pursuant to this Contract shall become the property of the District upon completion of the Services or project for which the instrument was utilized and upon payment by the District.

B. Engineer may maintain copies of all such instruments for its records, provided, however, that any material, products or patent paid for by the District pursuant to this Contract shall be the property of the District and shall not be used by Engineer for profit without the prior written consent of the District.

Section 13. Termination of Contract

A. *Engineer's Termination for Default:* Engineer may, on thirty (30) days' written notice to the District, terminate this Contract in the event the District fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District shall pay Engineer for all Services performed up to and including the date of termination. Engineer shall not, however, be entitled to any damages from such termination including, but not limited to, loss of anticipated profits.

B. *District's Termination for Default:* The District may, on thirty (30) days' written notice to Engineer, terminate this Contract without prejudice to any other remedy it may have, when Engineer fails to substantially perform its obligations hereunder and fails to cure such default, if curable, within fifteen (15) days after receiving written notice of such default. Upon such termination, the District may take possession of all materials, products, documents and records necessary to complete pending Work Authorizations in whatever way it deems expedient. If the expense of completing the Work Authorization exceeds any unpaid balance due to Engineer under this Contract at the time of termination, Engineer shall be responsible to pay the District for the difference. If the expense of completing a Work Authorization is less than the unpaid

balance due under the Work Authorization, Engineer shall be paid only for Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

C. *District's Termination without Default:* The District may, on thirty (30) days' written notice to Engineer, without cause and without prejudice to any other right or remedy, elect to terminate this Contract. Upon such termination, the District shall pay Engineer for all Services executed and expenses incurred in accordance with the terms of this Contract up through the date of termination.

Section 14 Uncontrollable Forces

Neither the District nor Engineer shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, hurricane, windstorm, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

Section 15. Successors and Assigns

The District and Engineer each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Neither the District nor Engineer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

Section 16. Governing Law, Venue and Remedies

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Access and Audits

Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing Services pursuant to this Contract for at least three (3) years after termination or expiration of this Contract. The District 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 Engineer's place of business. In no circumstances will Engineer be required to disclose any confidential or proprietary information regarding its products and service costs.

Section 18. Federal and State Taxes

The District is exempt from federal tax and state sales tax and use taxes. Upon request, the District shall provide an exemption certificate to Engineer. Engineer is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall Engineer be authorized to use the District's tax exemption number in securing such materials.

Section 19. Enforcement Costs

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover from the non prevailing party or parties reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

Section 20. Severability

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

Section 21. Notice

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the District shall be mailed to:

Loxahatchee River Environmental Control District
Attn: Kris Dean, P.E., Deputy Executive Director/Director of Engineering Services
2500 Jupiter Park Drive
Jupiter, FL 33458

and if sent to Engineer shall be mailed to:

KCI Technologies, Inc.
Bruce Reed, Regional Practice Leader
1425 W. Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

Section 22. Entirety of Contract

The District and Engineer agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Section 23. Terminology and Captions

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

Section 24. Waiver

A waiver by either the District or Engineer of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 25. Preparation

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. In interpreting any provision of this Contract, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Contract, each party recognizing that it and its counsel have had any opportunity to review this Contract and have contributed to the final form of same. Engineer agrees that the Contract is a legally binding document.

Section 26. Exhibits and Contract Documents

Each exhibit and each document referenced in this Contract form an essential part of this Contract. These exhibits and documents, even if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

Section 27. Survivability

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

Section 28. Representations and Binding Authority

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all its obligations under this Contract.

Section 29. Effective Date

The Effective Date of the Contract shall be the date on which it is executed by the last party to execute same.

Section 30. Time is of the Essence

Time is of the essence of this Contract and any Work Authorization. However, if the final date of any period which is set out in any provision of this Contract falls on a Saturday, Sunday or legal holiday under the law of the United States or the State of Florida, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

[Remainder of page intentionally left blank – signatures on next page]

IN WITNESS WHEREOF, the District and Engineer have made and executed this Contract on the dates hereinafter written.

ENGINEER:

KCI Technologies, Inc., a Delaware corporation

By: 

Print Name: Charles Phillips

Title: Senior Vice President

Date: 3/9/21

DISTRICT:

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT,
a Special District of the State of Florida**

By: _____
D. Albrey Arrington, Ph.D., Executive Director

Attest:

By: _____

Print Name: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: _____



Exhibit A
Scope of Services
for
**20 Acre Loxahatchee River Environmental Education
and Engagement Center Master Plan**

PROJECT BACKGROUND

Site: 20 Acre “Sierra Square” 9278 Indiantown Road, Jupiter, FL 33478 (PCN 00-42-41-06-00-000-1030)

Description: Develop a **Conceptual Master Plan** that will guide the development of the property into a meaningful base for environmental education and engagement for the public including environmental education facilities, playground and outdoor recreational facilities, utilities, stormwater, parking, and canal access to the Loxahatchee River and water features. The CLIENT will provide CONSULTANT with any property and/or lease encumbrances, existing plans, reports, studies, etc. The CLIENT will provide additional surface water testing for the project.

The identified program elements anticipated to inform the Conceptual Master Plan include:

1. Vehicle site circulation, parking (bus and car, separated)
2. Non-vehicular site circulation; (bike, boat, and pedestrian - both ADA and natural trails)
3. Connection to adjacent properties’ non-vehicular site circulation.
4. Modification of existing off-site culverts to allow for kayak / paddle board passage
5. Outdoor classroom space (natural)
6. Outdoor amphitheater/presentation space (developed)
7. Covered picnic / Outdoor eating area(s)
8. Restrooms
9. Playground
10. Fishing pier (on deep water refuge)
11. Storm and surface water treatment (on and off-site origins)
12. Environmental education center (Capacity: approx. 100 students plus visitors, staff and volunteers)
13. Site and facility maintenance activities/access/storage
14. Educational signage/communication - both Environmental and Utility
15. Utilities (water, power, sewer)
16. Two acres of open space

SCOPE OF SERVICES

TASK 1. DATA COLLECTION

1.1. Project Kickoff Meeting

The CONSULTANT will attend a project kick off meeting with CLIENT. Meeting topics to include staff roles, contacts, information needs, program elements and the general intent and scope of the project. A preliminary schedule outline will also be discussed.

Deliverable:

One meeting and meeting documentation

1.2. Survey Services

1.2.1. Boundary, Topographic, and Bathymetric Survey

The CONSULTANT will prepare a boundary and topographic survey of the property located at 9278 Indiantown Road and as shown in Exhibit “A”. Services include the location of above ground permanent improvements such as buildings, asphalt, concrete, fences, and surface features of utilities. Office research and field reconnaissance will be performed to establish the boundary. The setting of boundary corner monumentation as needed shall also be included. Trees will NOT be included in this survey. Wetland areas and protected species (delineated by others) shall be located if present at time of field survey and depicted on the survey. Survey will include the location of the roadway running north -south over the culvert that is east of the subject property. Limits of this portion shall be approximately one-hundred feet (100’) north and south of the center of the canal, extending twenty feet (20’) beyond the edge of pavement.

Elevations shall be obtained throughout the site on an approximate fifty-foot (50’) grid, with intermediate highs and lows also obtained. Elevations shall extend approximately twenty-five feet (25’) beyond the limits of the property and to the centerline of adjacent roadways. As-Builts of gravity utility lines (storm, sanitary sewer) to include rim and pipe size, direction, material, and invert elevations shall also be obtained. Elevations shall be relative to the National Geodetic Vertical Datum of 1929 (NGVD ’29). Cross sections along the canal at the south end of the subject parcel shall be obtained on an approximate fifty-foot (50’) interval.

KCI shall prepare a bathymetric survey of an approximate 4-acre lake on the subject property. Soundings shall be obtained using Global Positioning System (GPS) - Real Time Kinematic (RTK), base-rover methods; with a dual frequency echosounder (HydroLite-DXF). Fee is inclusive of all equipment, expenses, labor, and vessel.

Edges of tree line/thick vegetation will be shown on the survey. Individual trees and locations other than wetlands located inside vegetative areas will NOT be located as part of this survey.

All survey work shall be performed in accordance with the Standards of Practice as set forth by the Board of Surveyors and Mappers pursuant to Rule 5J-17 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

Deliverable:

Digital Terrain Model (DTM) in an xml format
2020 AutoCAD Civil 3D file of survey(s) with DTM
3 signed & sealed copies of the Survey(s)



1.3. Data Collection/Site Analysis

The CONSULTANT will coordinate with CLIENT to assemble any available data related to the site and adjacent existing facilities and services. The CONSULTANT will conduct field visits to review adjacent facilities and services to identify materials, context, and opportunities.

The CONSULTANT will review existing conditions of the project site and perform an analysis including general vegetation communities, views, opportunities, connections, character, and notable features. The information will be combined and presented in a graphic plan. The

information will directly inform the conceptual design plans. Field traffic data collection is NOT part of this scope and estimate.

Deliverable:

Site Analysis (Graphic Plan)

1.4. Data Collection/Drainage Analysis

The CONSULTANT will analyze the feasibility of proposed site improvements for conformance with established drainage criteria for the purpose of providing Client with a sufficient level of understanding related to the improvements required to meet the general drainage needs of the proposed development.

CONSULTANT will research existing drainage permit(s) for the subject property and adjacent properties and subsequent amendments to develop an understanding of available allocated storage; and identify general requirements for compliance with applicable permitting agencies. The jurisdictional agency that may require a modification to the current master stormwater management permit or application for a new permit is South Florida Water Management District (SFWMD).

CONSULTANT will provide recommendations for finish floor criteria as well as general guidelines for site grading and infrastructure improvements required for the development of the site. The drainage analysis will be used to provide general input in the progressive stages of preparing a preliminary conceptual site plan.

Deliverable:

General Drainage and Grading Guidelines Data Report.

1.5. Geotechnical Services

The SUB CONSULTANT will perform geotechnical services consisting of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

| Number of Borings | Planned Boring Depth (feet) ¹ | Planned Location |
|-------------------|--|----------------------------------|
| 4 | 20 | Planned building and kiosk areas |

1. Below ground surface.

In addition, the lake bottom sediments will be sampled at two locations. *The lake bottom is assumed to be approximately 15 feet.*

SUB CONSULTANT will conduct two field borehole permeability tests at the site using procedures and nomenclature developed by the SFWMD, namely the Usual Open Hole Test procedure.

Boring Layout and Elevations: SUB CONSULTANT will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: SUB CONSULTANT will advance soil borings with a track-mounted drill rig using mud rotary drilling. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and visually classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

SUB CONSULTANT will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

The lake bottom sampling will be accomplished using a boat to access the locations followed by pushing PVC piping into the soft sediments to collect them.

Property Disturbance: SUB CONSULTANT will backfill borings with bentonite chips and/or auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess cuttings and drill fluids will be dispersed in the general vicinity of the borehole.

Safety

SUB CONSULTANT is not aware of environmental concerns at this project site that would create health or safety hazards associated with the exploration program; thus, the scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Scope of Services does not include environmental site assessment services, but identification of unusual or

unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

SUB CONSULTANT will be responsible for supervision and site safety measures for its own employees but will not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, SUB CONSULTANT retains the right to stop work without penalty at any time SUB CONSULTANT believes it is in the best interests of SUB CONSULTANT's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. CLIENT agrees it will respond quickly to all requests for information made by SUB CONSULTANT related to SUB CONSULTANT's pre-task planning and risk assessment processes. CLIENT acknowledges its responsibility for notifying SUB CONSULTANT of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore SUB CONSULTANT will comply with local regulations to request a utility location service through SSOCOF. SUB CONSULTANT will consult with the CLIENT regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, SUB CONSULTANT will consider the need for alternative subsurface exploration methods for the safety of the field crew.

Private utilities should be marked by the CLIENT prior to commencement of field exploration. SUB CONSULTANT will not be responsible for damage to unmarked private utilities. If the CLIENT is unable to accurately locate private utilities, SUB CONSULTANT can assist the client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in the current scope of services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the CLIENT of their responsibilities in identifying private underground utilities.

Site Access: SUB CONSULTANT must be granted access to the site by the CLIENT. Acceptance of this proposal, without information to the contrary, is considered authorization to access the property for conducting field exploration in accordance with the scope of services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content

- Fines Content
- Organic Content

SUB CONSULTANT's laboratory testing program includes review of soil samples by an engineer. Based on the material's texture and plasticity, SUB CONSULTANT will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Geotechnical Engineering

Results of SUB CONSULTANT's field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform preliminary engineering calculations, and develop preliminary geotechnical recommendations for earth-related phases of the project.

The preliminary geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Results of filed permeability tests for exfiltration test design
- Results of the lake bottom sediment sampling
- Recommended foundation options for the planned building and kiosks
- Recommendations for design and construction of the interior floor slab

Deliverable:

Preliminary Geotechnical Report

1.6. Environmental Investigation

The SUB CONSULTANT will conduct one field visit to document observations of occurrence or habitat of protected species and map boundaries of jurisdictional wetlands. The wetland areas will be flagged by SUB CONSULTANT and surveyed by others. The report will include narrative text, tabular species list, graphics, and recommendations for site planning and development. An electronic copy of the report will be provided to the client.

Based on the results of the field visit, additional services may be required that are not part of this task including coordinating with agencies (US Army Corps of Engineers, South Florida Water Management District, Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service), conducting additional field visits and obtaining permits from these agencies.

Deliverable:

Environmental Report

TASK 2. CONCEPTUAL MASTER PLAN DEVELOPMENT

2.1. Preliminary Site Designs

The CONSULTANT will meet with CLIENT to refine the site programmatic elements.

The CONSULTANT will consider the CLIENT’S refined program elements, site analysis, survey, architectural, and geotechnical and environmental information to inform and create up to three site design alternative plans. Each plan will show schematic locations of proposed elements, their relationship to each other, and off-site connections.

CONSULTANT will create up to three alternative plans and provide budget information relative to each. The plans will be digital (pdf format), 2-dimensional, black and white, and graphically show conceptual locations of proposed elements.

Deliverable:

Up to three conceptual site plan alternatives.

2.2. Preliminary Architectural

2.2.1. Preliminary Architectural Programming

SUB CONSULTANT will meet with the CLIENT to discuss space requirements for new buildings and structures including:

- Environmental Education Center
- Modular Restrooms
- Open Pavilions
- Fishing Pier
- Covered Outdoor Equipment Storage Sheds
- Maintenance ‘Shed’ (if separated from Env. Education Center)

Includes up to 3 meetings with the CLIENT to understand the building space requirements including:

- Initial meeting to discuss the requirements for each building
- Follow up meeting to review & discuss the preliminary Program and
- Final Program review meeting

Deliverable:

Facility Program of space requirements and associated SF and approximate SF construction cost for each building / structure.

2.2.2. Preliminary Schematic Floor Plans

After the building program is approved, SUB CONSULTANT will:

- Develop one schematic floor plan and establish preliminary SF footprint (area/size) and approximate SF construction cost for both the Environmental Education Center building and a Restroom/Storage/Maintenance building.
- Coordinate the schematic plans with the master site plan being developed by the CONSULTANT.
- Attend up to two meetings with CONSULTANT/CLIENT.

Deliverable:

Schematic level floor plans showing the general layout of spaces included in each building / structure and approximate SF construction cost for each final building/structure

2.3. Preliminary Civil Engineering

The CONSULTANT will meet with CLIENT to refine preliminary site engineering elements.

The CONSULTANT will prepare up to 3 schematic engineering plans based upon the preliminary site designs, boundary and topo survey prepared under separate task within this proposal. Preliminary engineering plans will include the level of detail necessary to show preliminary site grading, paving, storm water management, water, sanitary and fire lines.

Deliverable:

Schematic engineering plans
Opinion of site engineering construction cost

2.4. Preliminary Electrical Engineering

The SUB CONSULTANT will:

- Coordinate with team to estimate the total electrical capacity required for the proposed facilities.
- Coordinate with FPL to determine electrical power availability.
- Identify general location on plan of electrical supply/point of service (Does not include power distribution design on the site.)
- Identify transformer options (aerial/ground)
- Identify costs for providing power to the site

Deliverable:

Preliminary Electrical Delivery Plan, opinion of electrical supply construction cost

2.5. Preliminary Site Designs Presentation

The CONSULTANT will present to the CLIENT the alternative site plans and corresponding opinions of construction cost. The CONSULTANT will document CLIENT comments, preferences and direction, for use in developing the FINAL CONCEPTUAL MASTER PLAN.

Deliverable:

One presentation meeting and meeting documentation

TASK 3. FINAL CONCEPTUAL MASTER PLAN

3.1. Final Conceptual Civil Engineering

CONSULTANT will meet with CLIENT and subsequently will incorporate the CLIENT'S schematic civil comments and refine the site civil schematic engineering program elements to create a final conceptual engineering plan (equivalent of 30% engineering plans). The plan will include:

- Site paving, grading and drainage elements
- Location of Water lines, fire lines (for structures to be sprinkled), sanitary sewer lines to service various site structures and amenities
- Utilities and utility connections
- Coordination with appropriate utility and existing easements

Deliverable:

Final conceptual engineering plans

Opinion of final site engineering construction cost

3.2. Final Conceptual Master Plan

CONSULTANT will meet with CLIENT to refine any site programmatic elements.

The CONSULTANT will refine project elements based on CLIENT comments, preferences and direction gathered from the presentation of the alternative plans. The refined elements will be combined into a Final Conceptual Master Plan with a corresponding opinion of construction cost.

The CONSULTANT will digitally send (.pdf format) the CLIENT a draft of the Final Conceptual Master Plan. The CONSULTANT will review the draft with the CLIENT and incorporate CLIENT comments into the Final Conceptual Master Plan. CONSULTANT will provide a color rendered Final Conceptual Master Plan to the CLIENT in digital format (.pdf).

Deliverable:

One meeting, meeting documentation, Draft Conceptual Master Plan, Final Conceptual Master Plan, Opinion of Construction Cost

3.3. Final Conceptual Master Plan Presentation

SUB CONSULTANT will develop one exterior and one interior (standing indoors looking out of the building with minimal interior detailing) 3-D rendering.

CONSULTANT will be available to present the Final Conceptual Master Plan and renderings.

Deliverable:

One exterior and one partial interior 3-D rendering
One presentation of Final Conceptual Master Plan

SUMMARY OF LUMP SUM FEES

| <i>Task #</i> | <i>Task</i> | <i>Lump Sum Fee</i> | |
|--------------------|---|---------------------|-------------------|
| 1 | DATA COLLECTION | | |
| 1.1 | Project Kickoff Meeting | \$ | 3,965.00 |
| 1.2.1 | Boundary, Topographic, and Bathymetric Survey | \$ | 48,650.00 |
| 1.3 | Data Collection/Site Analysis | \$ | 16,890.00 |
| 1.4 | Data Collection/Drainage Analysis | \$ | 14,820.00 |
| 1.5 | Geotechnical Services | \$ | 7,760.00 |
| 1.6 | Environmental Investigation | \$ | 3,558.00 |
| Task 1 Total | | \$ | 95,643.00 |
| 2 | CONCEPTUAL MASTER PLAN DEVELOPMENT | | |
| 2.1 | Preliminary Site Designs | \$ | 33,760.00 |
| 2.2.1 | Preliminary Architectural Programming | \$ | 8,505.00 |
| 2.2.2 | Preliminary Schematic Floor Plans | \$ | 10,960.00 |
| 2.3 | Preliminary Civil Engineering | \$ | 49,300.00 |
| 2.4 | Preliminary Electrical Engineering | \$ | 7,390.00 |
| 2.5 | Preliminary Site Designs Presentation | \$ | 5,440.00 |
| Task 2 Total | | \$ | 115,355.00 |
| 3 | FINAL CONCEPTUAL MASTER PLAN | | |
| 3.1 | Final Conceptual Civil Engineering | \$ | 28,150.00 |
| 3.2 | Final Conceptual Master Plan | \$ | 27,810.00 |
| 3.3 | Final Conceptual Master Plan Presentation | \$ | 19,190.00 |
| Task 3 Total | | \$ | 75,150.00 |
| Grand Total | | \$ | 286,148.00 |



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

To: D. Albrey Arrington, Ph.D., Executive Director
From: Kris Dean, P.E., Deputy Executive Director,
Director of Engineering
Date: March 8, 2021
Subject: Bureau of Land Management (BLM) Request
for Quotation 140L0619R0043: Jupiter Inlet
Lighthouse Outstanding Natural Area (JILONA)
Utility Improvements.

From the BLM's Statement of Work,

"The JILONA was designated by Congress in 2008 for the protection and enhancement of seven key resources and values present on the site: historic, natural and cultural resources, and scientific, education and interpretation, recreation, and scenic values. Within its designation Congress tasked the BLM with management of the ONA and made the area part of the National Conservation Lands. Congress recognized the area as unique and nationally significant, made more so by the fact that the site is one of only three congressionally designated ONAs in the country and the only complete unit of National Conservation Lands east of the Mississippi.

The ONA is visited by over 100,000 people each year, and is home to BLM administration facilities, recreational infrastructure, partner operations and a range of non-operating structures that have remained behind from previous military and civilian uses of the land. All facilities within the federal lands portions of the ONA currently operate on septic systems."

District staff has been coordinating with BLM on a project to convert the property from septic to sewer for several months. In August of 2020 the District entered into a contract with BLM for engineering services associated with

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

the design, permitting, bidding and construction oversight of the septic to sewer conversion, installation of a potable water system and undergrounding of overhead utilities.

When the engineering services contract was approved Staff advised the Board they would return in the spring of 2021, with a second Request for Quotation from BLM for construction of the project. The original intent was to present both the bid results from the design, permit and bidding phase and the BLM's Request for Quotation simultaneously; however, the current BLM schedule requires funds for the project be allocated by April 2021, prior to the completion of the District's bidding process.


Staff propose to move forward with the Request for Quotation based on the current 90% construction plan cost estimate. The 90% construction plans have completed District and BLM review with minimal comments. No significant revisions to the cost estimate are anticipated and analysis shows the proposed budget has minimal risk to the District.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to respond to BLM Request For Quotation 140L0619R0043 in the amount of \$1,500,000.00 and upon award by BLM enter into a contract to perform services detailed in the attached Statement of Work."

| | | | | | |
|--|--------------------------------------|--|------------------------------|-----------------------|--|
| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. 140L0619R0043 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 03/09/2021 | PAGE OF PAGES 1 19 | |
| | | | | | |

IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.

| | | | |
|---|-------------|---|----------------|
| 4. CONTRACT NO. | | 5. REQUISITION/PURCHASE REQUEST NO. 0040524894 | 6. PROJECT NO. |
| 7. ISSUED BY BLM OC-NOC CONST A&E SEC (OC664) DENVER FEDERAL CENTER BUILDING 50 PO BOX 25047 DENVER CO 80225 | CODE LNC | 8. ADDRESS OFFER TO Jeane Steed - jsteed@blm.gov | |
| 9. FOR INFORMATION CALL:  | a. NAME | b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) | |

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

Project Attachments:

Attach 1 - Statement of Work (3 pages)

Attach 2 - Drawing (1 page)

| | |
|--|--------------------|
| 11. The Contractor shall begin performance <u>118</u> calendar days and complete it within <u>548</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____.) | |
| 12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 12b. CALENDAR DAYS |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS: | |
| a. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>1400</u> (hour) local time <u>03/30/2021</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. | |
| b. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. | |
| c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. | |
| d. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | |

OFFER (Must be fully completed by offeror)

| | |
|--|--|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) | 15. TELEPHONE NO. (Include area code) |
| | 16. REMITTANCE ADDRESS (Include only if different than item 14.) |
| CODE | FACILITY CODE |

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS**\$1,500,000.00**

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

| AMENDMENT NO. | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| DATE. | | | | | | | | | | |

| | | |
|---|----------------|--|
| 20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) D. Albrey Arrington, Ph.D., Executive Director | 20b. SIGNATURE | 20c. OFFER DATE March 19, 2021 |
|---|----------------|--|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

| | | |
|--|---------------------------------------|--|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () |
| 26. ADMINISTERED BY BLM OC-NOC CONST A&E SEC (OC664) DENVER FEDERAL CENTER BUILDING 50 PO BOX 25047 DENVER CO 80225 | 27. PAYMENT WILL BE MADE BY | |

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|--|---|
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, | <input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
| 30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31a. NAME OF CONTRACTING OFFICER (Type or print) Jeane E. Steed |
| 30b. SIGNATURE | 30c. DATE |
| | 31b. UNITED STATES OF AMERICA BY |
| | 31c. DATE |

STANDARD FORM 1442 (REV. 4-85) BACK

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

140L0619R0043

PAGE

OF

3

19

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00010 | Delivery: 01/31/2023 Delivery Location Code: 0004276320 BLM-ES SOUTHEASTERN STATES DISTR OF 273 MARKET STREET FLOWOOD MS 39232 US Period of Performance: 08/02/2021 to 01/31/2023 ONA Septic to Sewer Conversion | | | | |



REQUEST FOR PROPOSAL
Jupiter Inlet Lighthouse Septic to Sewer Conversion
140L0619R0049

Type of Contract: Construction, Firm Fixed Priced (FFP), Single Award Contract

County: Palm Beach, FL

Type of Construction: Water and Sewer Line and Related Structures Construction

Magnitude: Between \$500,000 - \$800,000

NAICS: 237110

SIZE STD: \$36.5M

SET-ASIDE: Total
Small Business

COR

Contracting Officer

Name: Peter DeWitt

Jeane Steed

Email: pdewitt@blm.gov

jsteed@blm.gov

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SECTION B – BID SCHEDULE

Offeror shall complete Block 17 of the SF 1442.

(END OF SECTION)

SECTION C: SPECIFICATIONS/DRAWINGS

See Section J, Attachments 1 and 2 for project specifications and drawings.

(END OF SECTION)

SECTION D: PACKAGING AND MARKING

Packaging and marking of deliverables shall be in accordance with the contractor's standard commercial practices.

(END OF SECTION)

SECTION E: INSPECTION AND ACCEPTANCE**CLAUSES INCORPORATED BY REFERENCE**

| Clause | Title | Date |
|-----------|---|-------------|
| 52.246-12 | Inspection of Construction | August 1996 |
| 52.246-13 | Inspection – Dismantling, Demolition or Removal of Improvements | August 1996 |
| 52.246-21 | Warranty of Construction | March 1994 |

FINAL INSPECTION AND ACCEPTANCE

Final completion of the punch list items, submission of all required submittals, and final cleanup of the project site shall be accomplished before the contract's required completion date. The Contracting Officer or his/her designated representative will perform final inspection. Acceptance of the work will occur only upon written notice of acceptance by the Contracting Officer or any other warranted Contracting Officer at the National Operations Center (NOC), Bureau of Land Management (BLM) performing authorized duties in conjunction with this contract. The contracts **required completion date is January 31, 2023**.

(END OF SECTION)

SECTION F: DELIVERIES OR PERFORMANCE**CLAUSES INCORPORATED BY REFERENCE**

| Clause | Title | Date |
|-----------|--------------------|----------------|
| 52.211-13 | Time Extensions | September 2000 |
| 52.242-14 | Suspension of Work | April 1984 |

CLAUSES INCORPORATED BY FULL TEXT**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK April 1984 ALTERNATE 1 April 1984**

The Contractor shall be required to

- (a) commence work under this contract within **7 calendar days** after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use **not later than January 31, 2023** after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(END OF SECTION)

SECTION G: CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY FULL TEXT

DIARS 1452.201-70 AUTHORITIES AND DELEGATIONS September 2011

- (a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.
- (b) The Contracting Officer will designate a Contracting Officer's Representative at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The Contracting Officer's Representative will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.
- (c) The COR is not authorized to perform, formally or informally, any of the following actions:
- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
 - (2) Waive or agree to modification of the delivery schedule;
 - (3) Make any final decision on any contract matter subject to the Disputes Clause;
 - (4) Terminate, for any reason, the Contractor's right to proceed;
 - (5) Obligate in any way, the payment of money by the Government.
- (d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.
- (e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.
- (f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.
- (g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

G-1 ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INVOICE PROCESSING PLATFORM (IPP) April 2013

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Format and Content: Use the Project Manual Table of Contents as a guide to establish line items for the schedule of values. Provide at least one line item for each specification section.

Each invoice shall be submitted on the Contractor's letterhead or invoice form with the following:

1. Invoice date and government contract number.
2. Billing period specified with beginning and ending dates. The beginning date must not be later than the completion date or within any previous billing dates.
3. The accounting must follow the approved schedule of values as described in the specification attachment.

4. Total amount due for the billing period.
5. Certification of progress payment.
6. Payrolls (mail weekly).
7. Substantiation of subcontractor payment.
8. A Release of Claims (See 1452.204-70) with a request for final payment.

A Progress Report shall be submitted to support each invoice and shall include a summary of work performed during the period of performance identified on the invoice, which at a minimum must include:

1. *Activity*: Description of the previous month's project activities and the planned activities for the next month. Describe the activities performed on contingency task(s), task or deliverable schedule, and identify any issues or concerns that may affect the performance and/or completion of the task(s).
2. *Percentage Complete*: In accordance with the accepted Schedule of Values, identify the percentage complete during the previous month and the cumulative percentage completed for each task/deliverable.
3. *Schedule*: Reconcile progress of each task/deliverable with the schedule identified for each. Submit a revised schedule as required.
4. *Issues or Concerns*: Identify issues and/or concerns that may affect the project Statement of Work or schedule.
5. *Other Information*: Any other information required in the contract to be included in the Progress Report.

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The contractor government business point of contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

G-2 LOCAL INTERNET PAYMENT PLATFORM (IPP) HOTLINE

To check payment status, contact the Payment Hotline at 877-480-9724 or 303-236-2850. You will need to leave a message with the following information:

1. Company Name
2. Contract Number
3. Invoice Number
4. Invoice Amount
5. A brief description of why you are calling
6. Your contact information

If you do not receive a callback from the Payment Hotline within 72 hours, please contact the Contract Officer with the day and time you contacted the Payment Hotline.

G-3 GOVERNMENT POINTS OF CONTACT

Jeane Steed
Contracting Officer
jsteed@blm.gov

(END OF SECTION)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H-1 WORK HOURS

The performance period established for this contract is based upon all work being conducted during regular working hours, excluding government holidays. If the Contractor desires to carry on work outside regular hours, including Saturdays, Sundays, and government holidays, a request must be submitted to the Contracting Officer in sufficient time to allow satisfactory arrangements to be made by the Government for access to the work site and inspection. The following Federal legal holidays are observed:

| | |
|------------------|-----------------------------|
| New Year's Day | Martin Luther King, Jr. Day |
| President's Day | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veterans Day |
| Thanksgiving Day | Christmas |

H-2 FIRE DANGER SEASON

If the Contracting Officer Representative (COR) allows the contractor to continue work during periods of declared fire danger or season, the contractor shall comply with all applicable state laws relating to fire prevention and with all special conditions of work as directed by the COR.

H-3 DRAWINGS

(a) Typical Drawings: Any drawings titled typical are general only and dimensions of each structure will be fixed by the Contracting Officer to adapt the design to existing conditions at the structure location.

(b) Reduced Size Drawings: Any drawings identified as REDUCED SIZE DRAWINGS appearing in the solicitation are photographically reduced in size. Accordingly, measurements and dimensions should not be taken or be based on any numerical scales shown. Prospective bidders desiring to review a copy of the full size drawings may contact the Contracting Officer identified in the solicitation.

H-4 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL DATA

(a) The Historic and Archeological Data Preservation Act of 1974, provides for the preservation of historical and archeological data that might otherwise be lost as the result of alterations to the terrain caused by a federal or federally licensed activity or program.

(b) If, in connection with operations under this contract, the contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any possible historical or archeological data, objects or sites of cultural value on the project area, such as historical ruins, graves or grave markers, fossils, or artifacts, the contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Contracting Officer in writing, giving the location and nature of the findings. No objects of cultural resource value may be removed.

(c) Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance and/or changes in the work. If such delays and/or changes are ordered, the time of performance and contract price shall be adjusted in accordance with the Changes clause.

(d) The contractor will be responsible for protecting the cultural resources within the affected area from damage. In addition, the contractor will be liable for all damage to the identified cultural resources caused by their actions or the actions of their agents or representatives. The contractor shall immediately notify the Contracting Officer or his/her representative if any damage occurs to any cultural resource and immediately suspend work in the area in which damage has occurred until authorized to proceed.

(END OF SECTION)

SECTION I: CONTRACT CLAUSES**CLAUSES INCORPORATED BY REFERENCE**

| Clause | Title | Date |
|--------------------|---|---------------------------|
| 52.202-1 | Definitions | June 2020 |
| 52.203-3 | Gratuities | April 1984 |
| 52.203-5 | Covenant Against Contingent Fees | May 2014 |
| 52.203-7 | Anti-Kickback Procedures | June 2020 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | May 2014 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | May 2014 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | June 2020 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights | June 2020 |
| 52.203-19 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements | January 2017 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | May 2011 |
| 52.204-9 | Personal Verification Contractor Personnel | January 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | June 2020 |
| 52.204-13 | System for Award Management Maintenance | October 2018 |
| 52.204-14 | Service Contract Reporting Requirements | October 2016 |
| 52.204-23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | July 2018 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | June 2020 |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | October 2018 |
| 52.209-10 | Prohibition on Contracting with Inverted Domestic Corporations | November 2015 |
| 52.215-2 | Audit and Records – Negotiation | June 2020 |
| 52.215-21, Alt III | Requirements for Certified Cost or Pricing Data and Date Other Than Certified Cost Pricing Data – Modifications | June 2020 October 1997 |
| 52.219-28 | Post-Award Small Business Program Representation | November 2020 |
| 52.227-1 | Authorization and Consent | June 2020 |
| 52.227-4 | Notice and Assistance Regarding Patent and Copyright Infringement | June 2020 |
| 52.228-2 | Additional Bond Security | October 1997 |
| 52.228-5 | Insurance – Work on a Government Installation | June 2020 |
| 52.228-11 | Pledges of Assets | August 2018 |
| 52.228-12 | Prospective Subcontractor Requests for Bonds | May 2014 |
| 52.229-3 | Federal, State And Local Taxes | February 2013 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | May 2014 |
| 52.232-17 | Interest | May 2014 |
| 52.232-23 | Assignment Of Claims | May 2014 |
| 52.232-27 | Prompt Payment for Construction Contracts | January 2017 |
| 52.232-33 | Payment by Electronic Funds Transfer-- System for Award Management | October 2018 |
| 52.232-39 | Unenforceability of Unauthorized Obligations | June 2013 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | December 2013 |
| 52.233-1, Alt 1 | Disputes | May 2014 December 1991 |
| 52.233-3 | Protest After Award | August 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | October 2004 |
| 52.236-2 | Differing Site Conditions | April 1984 |

| | | |
|------------------|---|------------------------------|
| 52.236-3 | Site Investigation and Conditions Affecting the Work | April 1984 |
| 52.236-5 | Material and Workmanship | April 1984 |
| 52.236-6 | Superintendence by the Contractor | April 1984 |
| 52.236-7 | Permits and Responsibilities | November 1991 |
| 52.236-8 | Other Contracts | April 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. | April 1984 |
| 52.236-10 | Operations and Storage Areas | April 1984 |
| 52.236-11 | Use and Possession Prior to Completion | April 1984 |
| 52.236-12 | Cleaning up | April 1984 |
| 52.236-13 | Accident Prevention | November 1991 |
| 52.236-14 | Availability and Use of Utility Services | April 1984 |
| 52.236-15 | Schedules for Construction Contracts | April 1984 |
| 52.236-17 | Layout of Work | April 1984 |
| 52.236-21, Alt 1 | Specifications and Drawings for Construction | February 1997, April 1984 |
| 52.236-26 | Preconstruction Conference | February 1995 |
| 52.242-13 | Bankruptcy | July 1995 |
| 52.242-14 | Suspension of Work | April 1984 |
| 52.243-4 | Changes | June 2007 |
| 52.243-5 | Changes and Changed Conditions | April 1984 |
| 52.245-1 | Government Property | January 2017 |
| 52.245-9 | Use and Charges | April 2012 |
| 52.246-12 | Inspection of Construction | August 1996 |
| 52.246-21 | Warranty of Construction | March 1994 |
| 52.248-3 | Value Engineering – Construction | October 2020 |
| 52.249-2, Alt 1 | Termination for Convenience of the Government (Fixed-Price), Alternate 1 | April 2012 September 1996 |
| 52.249-3 | Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements) | April 2012 |
| 52.249-10, Alt I | Default (Fixed-Price Construction) | April 1984 |
| 52.253-1 | Computer Generated Forms | January 1991 |
| DIAR 1452.201-70 | Authorities and Delegations | September 2011 |
| DIAR 1452.203-70 | Restrictions on Endorsements – Department of the Interior | July 1996 |
| DIAR 1452.204-70 | Release of Claims – Department of the Interior | July 1996 |
| DIAR 1452.215-70 | Examination of Records – Department of the Interior | April 1984 |
| DIAR 1452.236-70 | Prohibition Against Use of Lead-Based Paint – Department of the Interior | July 1996 |
| DIAR 1452.237-70 | Information Collection – Department of the Interior | July 1996 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPEMENT (August 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected

order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

52.236-4 PHYSICAL DATA (April 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys and core borings.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (February 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://acquisition.gov/far/index.html>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSE (November 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DIARS 1452.228-70 LIABILITY INSURANCE - DEPARTMENT OF THE INTERIOR (July 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

Workers' Compensation and Employer's Liability - \$100,000

General Liability - \$500,000

Automobile Liability:

\$200,000 per person

\$500,000 per occurrence for bodily injury

\$20,000 per occurrence property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

(END OF PART II)

SECTION J: LIST OF ATTACHMENTS

| Attachment | Description | Number of Pages |
|------------|-------------------|-----------------|
| 1 | Statement of Work | 3 |
| 2 | Drawing | 1 |

(END OF SECTION)

STATEMENT OF WORK
Bureau of Land Management, Eastern States
Jupiter Inlet Lighthouse Outstanding Natural Area
Jupiter, FL
Septic to Sewer Conversion

I. INTRODUCTION

The primary goal of this undertaking is to bring the ONA into compliance with local, county and State regulation regarding the condition and operation of its wastewater management.

The Bureau of Land Management (BLM) requires that all wastewater produced from operating facilities within the Jupiter Inlet Lighthouse Outstanding Natural Area (ONA) be converted from on-site septic systems to municipal sewer system provided by the Loxahatchee River District. After construction, the sewer system, including all associated infrastructure (e.g., pipes, lift stations, manholes etc.) will be transfers within a Right-of-Way to the Loxahatchee River District for on-going management and maintenance.

II. BACKGROUND

The ONA was designated by Congress in 2008 for the protection and enhancement of seven key resources and values present on the site: Historic, Natural, and Cultural resources, and Scientific, Education & Interpretation, Recreation, and Scenic values. Within its designation Congress tasked the BLM with management of the ONA and made the area part of the National Conservation Lands. Congress recognized the area as unique and nationally significant, made more so by the fact that the site is one of only three congressionally designated ONAs in the country and the only complete unit of National Conservation Lands east of the Mississippi.

The ONA is visited by over 100,000 people each year, and is home to BLM administration facilities, recreational infrastructure, partner operations and a range of non-operating structures that have remained behind from previous military and civilian uses of the land. All facilities within the federal lands portions of the ONA currently operate on septic systems. There are 22 known grey and black-water tanks associated with existing structures.

In 2015, and again in 2019 the BLM's Compliance Assessment for Health, Safety and the Environment (CASHE) audit found the on-site septic systems to be non-compliant and posing risks to staff and public safety along with environmental concerns due to potential discharges into the Loxahatchee River. The CASHE findings concluded that all Septic Systems must be properly abandoned and that wastewater producing administration and recreational

infrastructure must be connected to the municipal sewer system managed by the Loxahatchee River District.

III. PERFORMANCE REQUIREMENTS

The contractor shall provide all the necessary services, materials, equipment, and labor to achieve the following performance requirements;

- 1) Install a fully functional gravity sewer system with connection to the regional sewer system via the nearest force main connection in the Town of Jupiter's Lighthouse Park.
 - a. System must provide capacity suitable for the sites staff and visitors.
 - b. System must connect the four buildings identified in these requirements and have the ability to be extended via low pressure connections to the north and east to address the need for future connect to up-to eight additional structures.
 - c. If needed, must locate lift station and associated infrastructure at the northeastern corner of Lot 21.
 - d. Coordinate the appropriate easement grant from Town of Jupiter for extension of the force main line to existing sewer.
 - e. Secure all appropriate permits for construction.
 - f. Provide all services necessary to oversee construction and associated construction administration following existing Loxahatchee River District standards for the installation of sewer systems.
- 2) Abandon existing septic systems (including grey-water tanks) and provide permanent connection to the new sewer system for four existing structures identified as Units 1, B, C and E.
- 3) Abandon existing septic system and provide a temporary connection to the new sewer system for the empty U.S. Coast Guard PX structure.
- 4) Abandon existing septic systems (including grey-water tanks) and cap outflow for seven existing structures identified as Units 2, A, D, F, G, H and I.
- 5) Restore and remediate construction area, including;
 - a. Replacement of sod and native plantings as needed
 - b. Removal of asphalt approximately 8,000 square yards of roadway associated with sewer installation construction and replace with permeable surface roadway.
 - c. Removal of existing surface run-off drains.
 - d. Removal, and contouring to eliminate surface run-off, of approximate 300ft of roadway at the eastern terminus of Coast Guard Way.
- 6) Install of a Potable Water line from Town of Jupiter meter at S. Beach Road to service Units 1, B, C and E, and connect to each unit.
- 7) Underground installation of FPL power with service connection to Units 1, B, C and E.
- 8) Underground installation of Comcast communication with service connection to Units 1, B, C and E.
- 9) Overhead power and communication removal and pole removal.

- 10) Upon completion of construction accept through right-of-way grant all infrastructure associated with sewer system and adopt as part of municipal sewer system managed and maintained by the State authorized agent (Loxahatchee River District).

IV. DELIVERABLES

All deliverables will be provided to BLM in both hardcopy and in digital format (Word, Excel, JPG and AutoCAD):

- 1) A fully functional gravity sewer system, potable water system and underground power and communication systems as described in Section III, Performance Requirements

V. GOVERNMENT FURNISHED MATERIALS

There is no government furnished equipment or materials associated with this contract.

VI. PERIOD OF PERFORMANCE

This construction contract's period of performance is from August 2, 2021 through January 31, 2023, 2020.

VII. CONTACTS

Contracting Officers Representative:

Peter De Witt, Program Manager (ONA)

pdewitt@blm.gov / 561-295-5955

600 State Road 707, Jupiter, FL 33469



| Rev. | Description |
|------|-------------|
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LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT

2500 JUPITER PARK DRIVE
JUPITER, FL 33458-8964
(561) 747-5700 MAIN
(561) 747-9929 FAX
www.loxahatcheeriver.org

US COAST GUARD STATION
PHASE I

SEWER PLAN

| | |
|-----------------|-----------|
| Drawn: | JD |
| Checked: | JJ |
| Proj. Eng. | KD |
| Scale: | 1"=100' |
| Date: | 5/30/2019 |
| WW-1 | |
| Sheet #: 1 of 1 | |

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Item 6E

DEP Grant Approval - Nano Bubble Ozone Technology(NBOT)
Project will be presented at a later Board Meeting

Item 6F

Green Water Solutions Contract Approval for Nano Bubble Ozone Technology(NBOT) Project will be presented at a later Board Meeting



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

To: Governing Board
From: Kara Peterson, Director of Finance and Administration
Date: March 12, 2021
Subject: Liability and Workers Compensation Insurance

The District's current Property, General Liability, Automobile Liability and Physical Damage, and Workers' Compensation insurance policy with *Preferred* Governmental Insurance Trust (*Preferred*) and Pollution Liability with Chubb Insurance expires on April 30, 2021. Staff has updated the District's asset and payroll schedules to reflect our current exposures and have submitted these schedules to our insurance broker, Brian Cottrell of Public Risk Insurance Agency.

In addition to *Preferred*, Mr. Cottrell, reached out to two other insurance providers and both declined to offer the District a quote, stating that they could not compete with the rate *Preferred* is offering.

As shown in **Table: 1 Premium Comparison – Renewal Version** on the following page, our "Blanket Buildings & Contracts" property insurance is projected to increase by \$2,050,000 of exposure (the value of assets we insure will increase by \$2,050,000) and the premium is expected to increase by \$50,128 (18%). The premium for Workers' Compensation will decrease almost \$19,000 (28%). This decrease is due to the District's Experience Mod decreasing from 1.0 in the prior year to .71 in the current year, along with an increase in exposure of approximately \$276,000 (5%). Overall, there is a premium increase of \$40,575 (10%) for all insurance coverage.

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

Table 1: Premium Comparison – Renewal Version (no change in coverage)

| Insurance | Premium | Premium | Change (\$) | Change (%) |
|-----------------------|-------------------|-------------------|--------------------|-------------------|
| Property | \$ 274,631 | \$ 324,759 | \$ 50,128 | 18.25% |
| Inland Marine | 12,869 | 14,257 | 1,388 | 10.79% |
| General Liability | 24,622 | 28,493 | 3,871 | 15.72% |
| Automobile Liability | 8,690 | 9,995 | 1,305 | 15.02% |
| Automobile Physical D | 6,762 | 7,671 | 909 | 13.44% |
| Workers' Compensatic | 67,805 | 48,862 | (18,943) | -27.94% |
| Pollution Liability | 10,009 | 11,926 | 1,917 | 19.15% |
| | <u>\$ 405,388</u> | <u>\$ 445,963</u> | <u>\$ 40,575</u> | <u>10.01%</u> |

Mr. Cottrell has recommended we significantly reduce the property insurance on our lift stations (we will maintain liability coverage for our lift stations, so if a lift station fails and causes a massive amount of damage, that would still be covered). This idea has come up because we almost never have claims against this segment of our insurance. The District is currently paying around \$70,000 per year to insurance about \$17,000,000 worth of lift stations against wind/hail, fire, theft, lightening, vandalism, vehicle/aircraft damage, smoke, collapse, and we have not used this coverage.

Table 2: Premium Comparison – Revised Coverage Version summarizes *Preferred's* renewal quote, on exposures for the period May 1, 2021 to April 30, 2022, with the deletion of \$17,000,000 in lift stations.

Table 2: Premium Comparison – Revised Coverage Version

| Insurance | Premium | Premium | Change (\$) | Change (%) |
|-----------------------|-------------------|-------------------|--------------------|-------------------|
| Property | \$ 274,631 | \$ 253,086 | \$ (21,545) | -7.85% |
| Inland Marine | 12,869 | 14,257 | 1,388 | 10.79% |
| General Liability | 24,622 | 28,493 | 3,871 | 15.72% |
| Automobile Liability | 8,690 | 9,995 | 1,305 | 15.02% |
| Automobile Physical D | 6,762 | 7,671 | 909 | 13.44% |
| Workers' Compensatic | 67,805 | 48,862 | (18,943) | -27.94% |
| Pollution Liability | 10,009 | 11,926 | 1,917 | 19.15% |
| | <u>\$ 405,388</u> | <u>\$ 374,290</u> | <u>\$ (31,098)</u> | <u>-7.67%</u> |

Staff believes the District should accept Mr. Cottrell's recommendation and remove the \$17,00,000 of lift stations from our property insurance. We would maintain our existing insurance coverage for the Master Lift Station, LS-200, and all lift stations with a permanent stand-by generator.

At this time, I recommend the Board consider the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to reduce property insurance on District lift stations (with the exception of the Master Lift Station, LS-200, and all lift stations with a permanent stand-by generator) and accept and purchase Preferred’s renewal quote for Property, General Liability, Automobile Liability and Physical Damage, and Workers’ Compensation and accept and purchase Chubb Insurance’s renewal quote for Pollution Liability.”

Premium Comparison - Renewal Version



| | |
|------------------------|--|
| Covered Party: | Loxahatchee River Environmental Control District |
| Effective Date: | 5/1/2021 |

Coverage & Premium Comparison

| LINE OF COVERAGE | 2020/2021 | | | 2021/2022 | | | Changes in Exposures | |
|---|---|----------------|-----------------------------|---------------|-----------------------|----------------|----------------------|--------------|
| | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | 2020/2021 | 2021/2022 |
| Property: | 2nd year of 2 yr policy with rate guarantee | | | | | | | |
| Preferred | | | | | | | | |
| Blanket Buildings & Contents | \$ 69,911,730 | \$ 10,000 | \$ 274,631 | \$ 71,959,755 | \$ 10,000 | \$ 324,759 | Property | |
| Equipment Breakdown | \$ 50,000,000 | \$ 10,000 | | \$ 50,000,000 | \$ 10,000 | | Exposure | \$ 2,048,025 |
| Excess Flood | \$ 5,000,000 | \$ 10,000 | | \$ 5,000,000 | \$ 10,000 | | Difference | 2.93% |
| Earth Movement | \$ - | \$ - | | \$ - | | | | |
| Terrorism | \$ - | \$ - | | \$ - | | | Premium | \$ 50,128 |
| Named Windstorm | \$ 69,911,730 | \$ 10,000 | | \$ 71,959,755 | 5% / minimum of \$25k | | Difference | 18.25% |
| Additional Expense | \$ 1,000,000 | \$ 10,000 | | \$ 1,000,000 | \$ 10,000 | | | |
| Business Income | \$ 500,000 | \$ 10,000 | | \$ 500,000 | \$ 10,000 | | | |
| Errors & Omissions | \$ 250,000 | \$ 10,000 | | \$ 250,000 | \$ 10,000 | | | |
| Demolition & Increased Cost of Construction | \$ 1,250,000 | \$ 10,000 | | \$ 1,250,000 | \$ 10,000 | | | |
| Inland Marine: | | | | | | | Inland Marine | |
| Unscheduled Blanket Inland Marine | \$ 500,000 | \$ 5,000 | \$ 12,869 | \$ 500,000 | \$ 5,000 | \$ 14,257 | \$3,180,160 | \$3,180,160 |
| Communications Equipment | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | | |
| Mobile Equipment | \$ 2,530,160 | \$ 2,500 | | \$ 2,530,160 | \$ 2,500 | | Exposure | \$ - |
| Electronic Data Processing | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | Difference | 0.00% |
| Emergency Services Portable Equip | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | | |
| Fine Arts | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | Premium | \$ 1,388 |
| Other Inland Marine | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | Difference | 10.79% |
| Rented Borrowed Leased Equipment | \$ 150,000 | \$ 5,000 | | \$ 150,000 | \$ 5,000 | | | |
| Valuable Papers | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | | |
| Watercraft | Not Included | | | Not Included | | | | |
| | | | | | | | | |
| | | Sub-Total | \$ 287,500 | | Sub-Total | \$ 339,016 | | |
| General Liability: | 2nd year of 2 yr policy with rate guarantee | | | | | | Payroll | |
| Preferred | | | | | | | \$5,306,576 | \$5,582,561 |
| General Liability | \$ 3,000,000 | \$ 5,000 | \$ 24,622 | \$ 3,000,000 | \$ 5,000 | \$ 28,493 | Exposure | \$ 275,985 |
| Employee Benefits | \$ 3,000,000 | \$ 5,000 | | \$ 3,000,000 | \$ 5,000 | | Difference | 5.20% |
| | | | | | | | Premium | \$ 3,871 |
| | | Sub-Total | \$ 24,622 | | Sub-Total | \$ 28,493 | Difference | 15.72% |
| Automobile: | 2nd year of 2 yr policy with rate guarantee | | | | | | Vehicles | |
| Preferred | | | | | | | 40 | 39 |
| Auto Liability | \$ 3,000,000 | \$ - | \$ 8,690 | \$ 3,000,000 | \$ - | \$ 9,995 | TIV | |
| Uninsured Motorist | \$ 30,000 | \$ - | | \$ 30,000 | \$ - | | \$2,186,523 | \$2,329,522 |
| Comprehensive/Collision | Symb 10, 8 | \$ 5,000 | \$ 6,762 | Symb 10, 8 | \$ 5,000 | \$ 7,671 | Exposure | 7% |
| Hired Physical Damage | \$ 35,000 | \$ 1,000 | | \$ 35,000 | \$ 1,000 | | Difference | \$142,999 |
| Medical Payments | \$ 2,500 | | | \$ 2,500 | | | Premium | \$ 2,214 |
| | | Sub-Total | \$ 15,452 | | Sub-Total | \$ 17,666 | Difference | 14.33% |

| | 2020/2021 | | | 2021/2022 | | | Changes in Exposures | |
|------------------------|-------------------------|----------------|----------------|-------------------------|----------------|----------------|----------------------|-------------|
| LINE OF COVERAGE | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | 2020/2021 | 2021/2022 |
| Workers' Compensation: | | | | | | | Payroll | |
| Preferred | Experience Mod: 1.0 | | | Experience Mod: .71 | | | \$5,306,576 | \$5,582,561 |
| | | | | | | | Exposure Difference | \$ 275,985 |
| Workers' Compensation | Statutory | \$ - | \$ 67,805 | Statutory | \$ - | \$ 48,862 | | 5.20% |
| Employers Liability | \$1m/\$1m/\$1m | \$ - | Included | \$1m/\$1m/\$1m | \$ - | Included | Premium | \$ (18,943) |
| | | Sub-Total | \$ 67,805 | | Sub-Total | \$ 48,862 | Difference | -27.94% |
| Pollution Liability | | | | | | | | |
| Chubb | | | | | | | | |
| Pollution Liability | \$2,000,000/\$2,000,000 | \$ 50,000 | \$ 10,009 | \$2,000,000/\$2,000,000 | \$ 50,000 | \$ 11,926 | | |
| | | | | | | | | |
| | | | | | | | Premium | \$ 1,917 |
| | | Sub-Total | \$ 10,009 | | Sub-Total | \$ 11,926 | Difference | 19.15% |
| TOTAL PREMIUM | | | \$ 405,388 | | | \$ 445,963 | | |
| | | | | | | \$ Difference | \$ 40,575 | |
| | | | | | | % Difference | 10.01% | |

Premium Comparison – Revised Coverage Version

| | |
|------------------------|--|
| Covered Party: | Loxahatchee River Environmental Control District |
| Effective Date: | 5/1/2021 |



Coverage & Premium Comparison

| LINE OF COVERAGE | 2020/2021 | | | 2021/2022 | | | Changes in Exposures | |
|---|---|------------------|-----------------------------|---------------|-----------------------|-------------------|----------------------|-----------------|
| | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | 2020/2021 | 2021/2022 |
| Property: | 2nd year of 2 yr policy with rate guarantee | | | | | | | |
| Preferred | | | | | | | | |
| Blanket Buildings & Contents | \$ 69,911,730 | \$ 10,000 | \$ 274,631 | \$ 55,673,447 | \$ 10,000 | \$ 253,086 | Property | |
| Equipment Breakdown | \$ 50,000,000 | \$ 10,000 | | \$ 50,000,000 | \$ 10,000 | | Exposure | \$ (14,238,283) |
| Excess Flood | \$ 5,000,000 | \$ 10,000 | | \$ 5,000,000 | \$ 10,000 | | Difference | -20.37% |
| Earth Movement | \$ - | \$ - | | \$ - | | | | |
| Terrorism | \$ - | \$ - | | \$ - | | | Premium | \$ (21,545) |
| Named Windstorm | \$ 69,911,730 | \$ 10,000 | | \$ 71,959,755 | 5% / minimum of \$25k | | Difference | -7.85% |
| Additional Expense | \$ 1,000,000 | \$ 10,000 | | \$ 1,000,000 | \$ 10,000 | | | |
| Business Income | \$ 500,000 | \$ 10,000 | | \$ 500,000 | \$ 10,000 | | | |
| Errors & Omissions | \$ 250,000 | \$ 10,000 | | \$ 250,000 | \$ 10,000 | | | |
| Demolition & Increased Cost of Construction | \$ 1,250,000 | \$ 10,000 | | \$ 1,250,000 | \$ 10,000 | | | |
| Inland Marine: | | | | | | | Inland Marine | |
| Unscheduled Blanket Inland Marine | \$ 500,000 | \$ 5,000 | \$ 12,869 | \$ 500,000 | \$ 5,000 | \$ 14,257 | \$3,180,160 | \$3,180,160 |
| Communications Equipment | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | | |
| Mobile Equipment | \$ 2,530,160 | \$ 2,500 | | \$ 2,530,160 | \$ 2,500 | | Exposure | \$ - |
| Electronic Data Processing | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | Difference | 0.00% |
| Emergency Services Portable Equip | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | | |
| Fine Arts | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | Premium | \$ 1,388 |
| Other Inland Marine | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | Difference | 10.79% |
| Rented Borrowed Leased Equipment | \$ 150,000 | \$ 5,000 | | \$ 150,000 | \$ 5,000 | | | |
| Valuable Papers | in Blanket Unscheduled | \$ 2,500 | Incl in Blanket Unscheduled | \$ 2,500 | | | | |
| Watercraft | Not Included | | | Not Included | | | | |
| | | | | | | | | |
| | | Sub-Total | \$ 287,500 | | Sub-Total | \$ 267,343 | | |
| General Liability: | 2nd year of 2 yr policy with rate guarantee | | | | | | Payroll | |
| Preferred | | | | | | | \$5,306,576 | \$5,582,561 |
| General Liability | \$ 3,000,000 | \$ 5,000 | \$ 24,622 | \$ 3,000,000 | \$ 5,000 | \$ 28,493 | Exposure | \$ 275,985 |
| Employee Benefits | \$ 3,000,000 | \$ 5,000 | | \$ 3,000,000 | \$ 5,000 | | Difference | 5.20% |
| | | | | | | | Premium | \$ 3,871 |
| | | Sub-Total | \$ 24,622 | | Sub-Total | \$ 28,493 | Difference | 15.72% |
| Automobile: | 2nd year of 2 yr policy with rate guarantee | | | | | | Vehicles | |
| Preferred | | | | | | | 40 | 39 |
| Auto Liability | \$ 3,000,000 | \$ - | \$ 8,690 | \$ 3,000,000 | \$ - | \$ 9,995 | TIV | |
| Uninsured Motorist | \$ 30,000 | \$ - | | \$ 30,000 | \$ - | | \$2,186,523 | \$2,329,522 |
| Comprehensive/Collision | Symb 10, 8 | \$ 5,000 | \$ 6,762 | Symb 10, 8 | \$ 5,000 | \$ 7,671 | Exposure | 7% |
| Hired Physical Damage | \$ 35,000 | \$ 1,000 | | \$ 35,000 | \$ 1,000 | | Difference | \$142,999 |
| Medical Payments | \$ 2,500 | | | \$ 2,500 | | | Premium | \$ 2,214 |
| | | Sub-Total | \$ 15,452 | | Sub-Total | \$ 17,666 | Difference | 14.33% |

| LINE OF COVERAGE | 2020/2021 | | | 2021/2022 | | | Changes in Exposures | |
|-------------------------------|-------------------------|------------------|-------------------|-------------------------|------------------|-------------------|----------------------|--------------------|
| | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | LIMIT | DEDUCTIBLE/SIR | ANNUAL PREMIUM | 2020/2021 | 2021/2022 |
| Workers' Compensation: | | | | | | | Payroll | |
| Preferred | Experience Mod: 1.0 | | | Experience Mod: .71 | | | \$5,306,576 | \$5,582,561 |
| | | | | | | | Exposure | \$ 275,985 |
| Workers' Compensation | Statutory | \$ - | \$ 67,805 | Statutory | \$ - | \$ 48,862 | Difference | 5.20% |
| Employers Liability | \$1m/\$1m/\$1m | \$ - | Included | \$1m/\$1m/\$1m | \$ - | Included | Premium | \$ (18,943) |
| | | Sub-Total | \$ 67,805 | | Sub-Total | \$ 48,862 | Difference | -27.94% |
| Pollution Liability | | | | | | | | |
| Chubb | | | | | | | | |
| Pollution Liability | \$2,000,000/\$2,000,000 | \$ 50,000 | \$ 10,009 | \$2,000,000/\$2,000,000 | \$ 50,000 | \$ 11,926 | | |
| | | | | | | | | |
| | | Sub-Total | \$ 10,009 | | Sub-Total | \$ 11,926 | Premium | \$ 1,917 |
| | | | | | | | Difference | 19.15% |
| TOTAL PREMIUM | | | | | | | | |
| | | | \$ 405,388 | | | \$ 374,290 | | |
| | | | | | | \$ Difference | \$ | (31,098) |
| | | | | | | % Difference | | -7.67% |



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D.
DATE: MARCH 12, 2021

Gordon M. Boggie
CHAIRMAN

SUBJECT: RULE 31-10 RATES, FEES, & CHARGES – RATE STUDY

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

Staff are back for the second month of evaluation and discussion of our annual rate study, and this month we are seeking Board action to adjust our rates to meet anticipated demands on our systems. Through the Rate Study process, LRD staff looks out into the future anticipating significant projects and costs and balancing our financial position with an effective, just and equitable rate structure. Throughout this process we understand your desire to achieve operational excellence (e.g., system reliability, satisfied customers, strong employee morale) while maintaining a reasonable rate structure.

This month we have redoubled our efforts to ensure our rate study included a comprehensive assessment of our costs and how they are allocated to various customer segments (see Table 1). Staff have identified a mere 12% of our costs are proportionally affected by flow rate with the vast majority of our operating expenses (88%) being independent of flow rate (i.e., fixed costs). Therefore, staff continue to support our quarterly service charge rates being based on the number of toilets (i.e., equivalent connections) in units we serve. Also, this year staff thoroughly assessed IQ Water costs with an intent on improving the fair allocation of costs among IQ Water user groups. Table 1 presents our recommended rate increases, which are structured so each customer class is paying their fair share of associated costs.

The rate study was revised to include recommended rate increases shown in Table 1. Also, the rate study model was adjusted to improve anticipated capital expenditures for the current fiscal year (i.e., revised estimates suggest we will spend \$6 million in capital projects this year). End of year cash projections through FY2026 are shown in the chart at the top of the next page. This chart suggests the recommended rates will serve us well as we continue our strategic investments improving the resiliency of our systems.

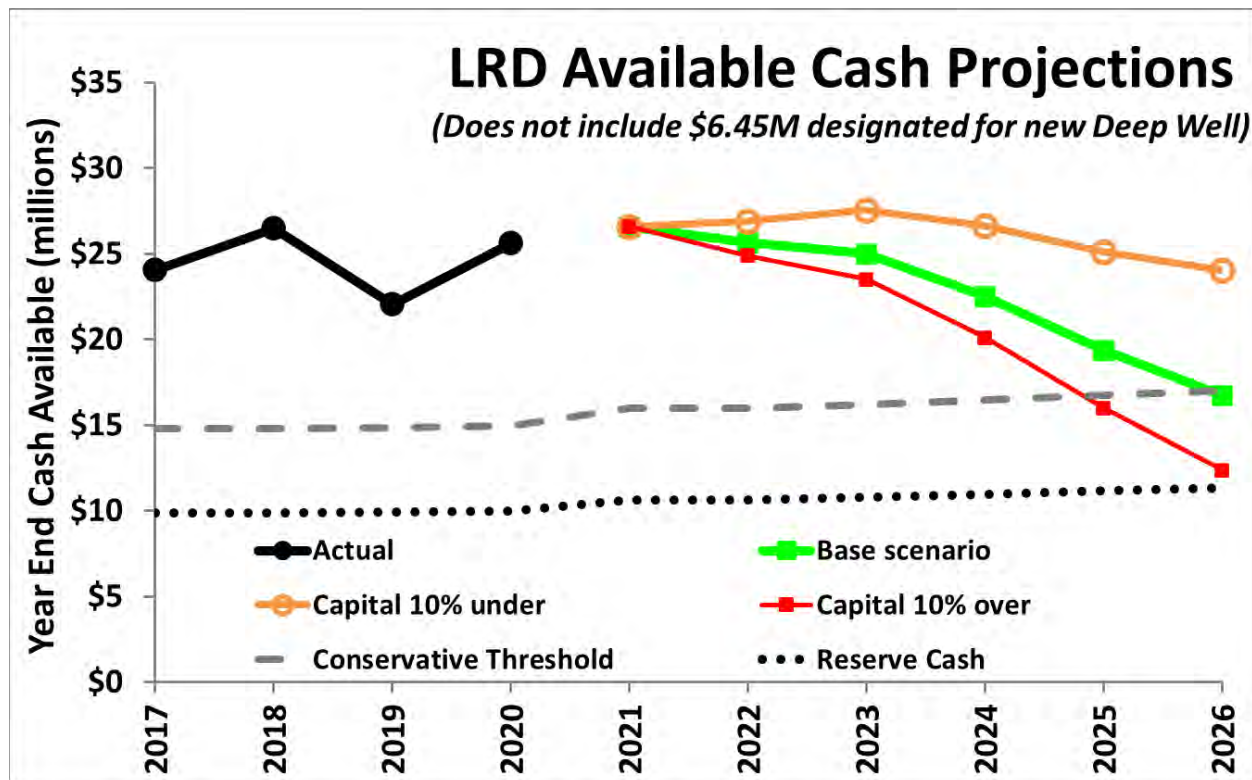
2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



Your staff takes pride in providing excellent service and value to our rate payers. We understand your desire to operate as efficiently as possible, but we also recognize the expectation to provide award-winning service. We look forward to discussing this rate study with you, and better understanding your preferred direction as we work to serve our customers.

This motion will implement the proposed rate increases shown in Table 1 above. These proposed rate increases more equitably distribute costs among our rate payers and will maintain the strong financial condition of the District. Therefore, I recommend the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD approve the revised Rule Chapter 31-10 as presented and with an effective date of April 1, 2021.”

As a postscript, I would like to inform you that it is my intention to solicit the assistance of a utility rate consultant to comprehensively assess our rate structure and rate study tool prior to next year's rate study effort.

Table 1. Rate types and proposed rate increases for the period 2021 through 2025. I have used track changes to show suggested rate revisions relative to the rates approved by the Board last March.

| Rate Type | 4/1/2021 | 4/1/2022 | 4/1/2023 | 4/1/2024 | 4/1/2025 |
|---|-------------------|-------------------|-------------------|-------------------|------------------|
| 31-10.005(2) – Connection Charges [¶] | 2% 1% | 3% 2% | 3% | 3% | 3% |
| 31-10.005 – Subregional Line Charges [†] | 1.09% | TBD [†] | TBD [†] | TBD [†] | TBD [†] |
| 31-10.007 – Quarterly Service Charge | 2% 0% | 2% | 3% 2% | 3% | 3% |
| 31-10.013(6) – Wholesale IQ Rate [£] | TBD 0% | TBD 0% | TBD 3% | TBD 3% | 3% |
| 31-10.013(6) – Retail IQ Rate [£] | TBD 3% | TBD 3% | TBD 3% | TBD 3% | 3% |
| 31-10.013(6) – Nano IQ Rate [£] | TBD 5% | TBD 5% | TBD 5% | TBD 5% | 5% |

[¶] 31-10.005(2) – Connection Charges includes Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges.

[†] 31-10.005(5) Subregional Line Charges are adjusted each April 1st based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st. This year, that rate was 1.09%; therefore, all subregional line charges will increase by 1.09% on April 1st.

[£] 31-10.013(6) Retail, Wholesale, and Nano IQ Water Rates were historically adjusted each October 1 based upon the Engineering News Record Construction Cost Index as of the preceding July 1. In 2020 we renewed our IQ Water Agreements and stipulated that future rate increases would be based upon our rate study analysis (not upon an index). I have conducted a comprehensive assessment of our IQ Water rates based on a fair allocation of costs. The recommended rate increases are based on a comprehensive assessment of our IQ Water costs (operating and capital) and are structured so each customer class is paying their fair share of associated costs.

For convenience, I have re-stated the general assumptions upon which this year's rate study model is based:

1. Revenue from Quarterly Service Charges – is projected to increase at a rate of approximately 3% to 4% for the next several years based on anticipated growth within our customer base and adopted [District Rule 31-10](#) scheduled rate increases. Projected rate increases are 2% for each of the next two years and 3% for each of the following 3 years. We raised this rate by 1% on April 1, 2020.

- 2. Revenue from New Development (Plant and Line Charges)** – these revenues are paid by new customers (i.e., new development) and represent new customers paying for their fair share of existing infrastructure needed to serve them (i.e., a new home connecting to the sewer system pays for the tiny fraction of the wastewater treatment facility needed to accommodate their wastewater). Moving forward, this source of revenue is projected to provide approximately 3% of our revenues, which is significantly down from the 15% provided in 2005.
- 3. Service Availability Standby (SAS) Revenue** – projected to continue a slow, gradual decline, which has been occurring as our service area is nearing built-out conditions.
- 4. IQ Water Revenue** – our IQ revenues have been adjusted to reflect revision of the Sonoma Isles contract. This is the first year in quite a while that we will adjust our IQ Rates during the annual rate study process (rather than increasing them based on an index).
- 5. Miscellaneous Revenues** – these relatively small revenues (~\$200k) derived from cell tower lease, estoppel, sale of surplus equipment, and grants are expected to remain relatively stable.
- 6. Interest Revenue** – are expected to earn an interest rate of 0.5% in 2021 and beyond. While recent economic data has hinted that inflationary pressures may be building, there is no clear evidence that justifies projecting increased interest rates over the time period in the rate study.
- 7. Operating Expenses** – I have anticipated no increase in budgeted operating expenses between FY2021 and FY2022. Subsequent to FY2022, I have projected operating expenses to increase around 3.0% per year. There are large uncertainties around the expectation of inflation, but at this time I believe projecting annual cost increases near 3% is prudent.
- 8. Neighborhood Sewering Expenses** – Staff are anticipating approximately \$2 million in costs to make gravity sewers available in Rolling Hills – the last significant, scheduled neighborhood sewer project. Subsequently, we anticipate this budget category to shrink to a very small number as we address the few remaining outlier properties in the urban portion of our service area that still need a sewer service.
- 9. Gravity Sewer System Improvements** – We are projecting capital expenditures of nearly \$1.5 million per year as we continue to rehabilitate our aging collection system (gravity laterals, gravity mains and manholes). Among the most critical tasks at hand over the coming years is systematically cleaning and inspecting our sewage collection system and then rehabilitating (often using structural liners) the portions of our system that are showing signs of failure or degradation.

10. Sewage Pumping Station Improvements – Over the coming three years, staff project \$750k per year in costs to upgrade and rehabilitate our pumping stations. This work is critical as we maintain aging infrastructure and work to improve resilience of our critical wastewater pumping systems. Notable projects include adding communication equipment (telemetry) at all of our lift stations (~\$2 million), permanent generator installations at our most critical lift stations (\$250k per year). These major investments in our assets are squarely in line with our current strategic plan.

11. Force Main Improvements – Over the next 3 years staff anticipate spending nearly \$1.5 million per year to upgrade and improve resiliency of our wastewater transmission system (i.e., force mains). Such efforts include minimizing the number of pump stations that re-pump wastewater, adding redundancy (where feasible) to our force main network, testing, and rehabilitating aging force main infrastructure. This month we are seeking Board approval of a hydraulic modeling study, which will facilitate our bid-picture approach to improving resiliency and redundancy in our wastewater transmission system.

12. Treatment Plant Improvements – Staff are allocating approximately \$400k per year to rehabilitate and upgrade machinery and equipment in our wastewater treatment plant. Staff anticipate completion of the greenhouse gas emissions study (under separate tab in the Board Notebook), will generate over \$1 million in potential renovations and upgrades within our wastewater treatment facility. Also, staff are anticipating upgrades and improvements to our odor control facilities (~\$250k).

13. I.Q. System Improvements – Improved monitoring and rehabilitation of our I.Q. Water System are projected to cost approximately \$500k per year over the next several years.

14. Biosolids System Improvements – In addition to normal rehabilitation efforts, staff anticipate spending \$250k to improve odor control system associated with our on-site biosolids processing. Also, staff are beginning to consider the need for significant revisions to our biosolids treatment process, which if pursued could generate costs exceeding \$2 million.

15. Public Education – Presently, we are awaiting approval of our draft revised enabling act. At this time, the only major public education capital project in the Rate Study is \$500k for work associated with the two houses on the Bureau of Land Management (lighthouse) property. If the legislature approves our revised enabling act, we will more diligently consider costs associated with relocating the River Center to our 20 acres in Jupiter Farms.

16. Bonds – No additional debt is projected at this time.

RULES
OF THE
LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT
CHAPTER 31-10
SCHEDULE OF RATES, FEES AND CHARGES
FOR THE USERS OF THE REGIONAL WASTEWATER SYSTEM

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31-10.001 Definitions.

(1) Equivalent Connections – The term “equivalent connections” shall be a multiple factor determined by the amount of toilets (water closets) per individual residential and non-residential unit, the estimated public usage or average flow of wastewater per day, or a combination of the above which may be connected with or used by each parcel of land which may be connected with or used by the regional wastewater system of the District, as more particularly set forth in Sections 31-10.002 and 31-10.003 herein.

(2) Residential Unit – Residential Unit shall consist of a residential living unit or structure directly or indirectly connected to the regional wastewater system of the District including but not limited to single family dwelling, detached guest house with toilet, detached living structure with toilet and kitchen sink, and each separate living unit of duplexes, apartment houses, townhouses, condominiums and cooperative apartments.

(3) Non-residential Unit – Non-residential unit shall consist of a non-residential building or structure connected to the regional wastewater system of the District including, but not limited to, hotels, motels and boarding houses, wholesale and retail businesses, professional offices, schools, warehouses (including each individual bay) and without limitation all other buildings and structures of a commercial, public or quasi-public nature. Where appropriate, multiple buildings may be considered as a single Non-residential unit as determined by the District.

(4) Regional Wastewater System – The term “Regional Wastewater System” means any plant, facility or property; and additional extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary, or having the capacity for future use in connection with the collection, transmission, treatment, purification or disposal of sewage of any nature or originating from any source, including industrial wastes resulting from any processes of industry, manufacture, trade or business, or from the development of any natural resources; and without limiting the generality of the foregoing definition, shall include treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment; all sewer mains and laterals for the reception and collection of sewage from premises connected therewith; and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such sewer system and necessary or convenient for the operation thereof, of the District.

(5) Transmission System Master Plan – Report on “Wastewater Collection System Master Plan” for the District dated February 1981 or the latest updated version of the report approved by the Governing Board of the District. The report contains maps and describes those transmission mains, pump stations, lift stations, gravity collectors and interceptors, which constitute the facilities of the regional transmission system.

(6) Regional Transmission Facility – Regional transmission facilities consist of transmission lines, force mains, gravity interceptors, lift stations or pump stations which collect wastewater from two or more sub-regions and transport the wastewater to the District treatment plant. The regional transmission facilities size and location are described in the latest transmission master plan or amendments to the regional transmission master plan.

(7) Subregional Collection Facilities – Consist of neighborhood gravity collection lines, collection man holes, force mains, lift stations and pump stations intended primarily to collect and transport wastewater from the subregional system to the regional transmission facility.

(8) Capital Cost – Capital cost of regional transmission facilities shall consist of construction cost plus an allowance for associated cost. Construction costs include, but are not limited to, the cost of installation of pipelines, special fittings, valves, pumps, appurtenances and the cost of acquiring permanent and construction right-of-ways and easements. Allowances for associated costs include engineering services, legal, fiscal, contingencies and administrative cost. In no event will the allowance for associated cost exceed 25 percent of the construction cost.

(9) Plant Connection Charge – The Plant Connection Charge shall be defined as the charge which shall be paid for each equivalent connection, prior to connecting to the regional wastewater system of the District, and credit for which shall run with and be appurtenant to the land. The Plant Connection Charge shall be due and payable prior to the time connection is made to the system. Credit for the Plant Connection Charge, once paid is not transferable except upon approval of the District upon such terms as the District may make. In no case shall Plant Connection Charge be refunded for a Residential or Non-residential Unit not connected within one year of sewer being declared available. Plant Connection Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law

(10) Regional Transmission System Line Charge – The District shall collect from each user that directly or indirectly physically connects to the District’s regional wastewater system from and after the effective date hereof, and from those owners of property that have made a direct or indirect physical connection to any such regional wastewater system facility prior to the

effective date of this rule and who have agreed to pay a Regional Transmission System Line Charge when same is adopted. Regional Transmission System Line Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.

(11) Administrative Charge – The Administrative Charge shall be defined as the charge to offset administrative, legal, engineering, and inspection expenses associated with new development and which shall be paid for each equivalent connection prior to signing a Standard Developer Agreement or prior to connecting to the District’s regional wastewater system, whichever comes first. Administrative Charges are determined as set forth hereafter in this rule, are not refundable, and may be changed from time to time in accordance with the law.

(12) Available Sewer System of the District – For purposes of this rule, a District sewer system shall be considered “available” to an owner whenever a District sub-regional collection line or other point of District sewerage collection shall be 100 feet (100’) or less away from owner’s property line as measured from said property line to the point of sewerage collection without crossing the private property of another than owner, and in accordance with District Rule 31-3.003(3) and Florida Statutes 381.0065(2)(a) when the Florida Department of Health releases the system for service, which is the date of actual “Availability”.

(13) District – The term “District” shall apply to the Loxahatchee River Environmental Control District, a separate local agency of government created by a special act of legislation, Chapter 71-822, Laws of Florida, as amended.

(14) Reserve Service Availability – The term “Reserve Service Availability” shall be defined as the right of an owner to receive sewer service in the regional wastewater system of the District upon reasonable demand.

(15) Quarterly Service Charge – The term “Quarterly Service Charge” shall be defined as the periodic charge which shall be paid for each equivalent connection commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Quarterly Service Charges are determined as set forth hereafter in this rule and may be changed from time to time in accordance with the law.

(16) Quarterly Service Availability Standby Charge – The term “Quarterly Service Availability Standby Charge” shall be defined as the periodic charge which shall be paid for each equivalent connection, commencing upon the signing of a Standard Developer Agreement, and

shall be computed at the rate of 68% of the Quarterly Service Charge per equivalent connection as the latter may be changed from time to time in accordance with the law.

(17) Estoppel Fee – The Estoppel Fee shall be defined as the charge to offset administrative and legal expenses associated with providing information to parties requesting the status in writing for justifiable reliance purposes as to rates, fees and charges due to the District for a specific property. An Estoppel Fee is determined at \$25.00 per Estoppel letter provided by the District and may be changed from time to time in accordance with the law.

(18) Owner – An Owner shall be defined as the legal owner of a property served by the District. Where appropriate, the District may treat a Property Owners Association, Homeowners Association, Property Manager, or other legally authorized representative of the Owner as the Owner (e.g., regarding billing and other communications).

(19) Delinquent Quarterly Service Charge for Sewer Service – A Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period.

(20) Account – The District shall establish an account for each property connected to the District's sewer system. No more than one account will be established per unique Property Control Number (PCN) as established by either Martin County or Palm Beach County.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended by Chapters 75-475, 76-431, 78-559 and 78-561, Laws of Florida. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History – New 12-9-76, Amended 9-26-78, 5-21-81, 3-15-2012, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-21-2019. Formerly 31-10.01.

31-10.002 Residential Equivalent Connections

(1) Residential equivalent connections for the purpose of determining Plant Connection Charges, regional transmission system Line Charges, Administrative Charges, and Quarterly Service Charges and such other reasonably related purposes, shall be as follows:

- (a) One (1) toilet (water closet) equals 1.000 equivalent connections.
- (b) Two (2) toilets (water closets) equals 1.250 equivalent connections.
- (c) Three (3) toilets (water closets) equals 1.500 equivalent connections.
- (d) Four (4) or more toilets (water closets) equals 1.750 equivalent connections.

(2) Nurseries/Day Care Centers shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service

Charges, and shall be based on the rate of 1.0 residential equivalent connection per 550 square feet of gross space.

(3) Live/Work Units (as such zoning designation is approved, determined and defined by the local zoning authority) shall have residential equivalent connections for purposes of Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges, and Quarterly Service Charges based upon two components: (i) The Residential (“Live”) component based upon the number of toilets in the entire Live/Work Unit shall have the number of equivalent connections as set forth in subsection (1) above plus (ii) the Limited Non-Residential (“Limited Work Unit”), defined as the uses total gross floor area does not exceed 500 square feet, component shall be deemed to be an additional .50 equivalent connections, or (iii) the Standard Non-Residential (“Standard Work Unit”), defined as the uses total gross floor area exceeds 500 square feet, component shall be deemed to be an additional 1.0 equivalent connections.

| TYPE OF USE | EQUIVALENT CONNECTIONS |
|---|------------------------|
| Residential Unit with 1 toilet | 1.0 |
| Residential Unit with 2 toilets | 1.25 |
| Residential Unit with 3 toilets | 1.50 |
| Residential Unit with 4 or more toilets | 1.75 |
| Nurseries/Day Care | 1.0/550 square feet |
| Limited Live/Work Unit (500 sq. ft. or less of work use) as designated by zoning authority | 0.5/unit |
| Standard Live/Work Unit (more than 500 sq. ft. of work use) as designated by zoning authority | 1.0/unit |

Specific Authority Chapter 2002-358, Laws of Florida, Law Implemented Chapter 2002-358, Laws of Florida , Sections 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 9-26-78, 5-21-81, 6-30-85, 11-1-98, Formerly 31-10.02. Amended 3-17-2005, 3-16-2006, 3-15-2012, 3-20-2014, 6-18-2015.

31-10.003 Non-Residential Equivalent Connections.

(1) For the purpose of determining Plant Connection Charges, Regional Transmission System Line Charges, Administrative Charges, Quarterly Service Availability Standby Charges,

Quarterly Service Charges and such other reasonably related purposes, equivalent connections for non-residential units shall consist of the highest number of equivalent connections reflected in subsections (a) and (b) below or in accordance with calculations derived from use of subsection (c) below (if applicable), or if (a), (b) or (c) are not applicable as determined by the Governing Board, then by (d) below:

- (a) A minimum of one (1) equivalent connection per non-residential unit, as defined herein; or
- (b) One (1) equivalent connection per toilet (water closet); or
- (c) Equivalent connections in accordance with the following non-residential businesses, occupations and uses, based upon the maximum occupancy per fire code design where applicable:

| TYPE OF USE | EQUIVALENT CONNECTIONS |
|--|--|
| Tavern (Bar) | .04/seat |
| Restaurant (regular) | .06/seat |
| Restaurant (24 hours) | .10/seat |
| Trailer Park and Mobile Home Park | 1/space |
| Hotel/Motel (no Bar or Restaurant) | 1.0/unit + 1.0 per common area and/or employee toilet Bar/Restaurant calculated separately |
| Hospital | .80/bed + 1.0 per common area and/or employee toilet |
| Nursing/Rest Home | .40/bed + 1.0 per common area and/or employee toilet |
| Assisted Living Facility / Adult Congregate Living Facility | .575/bed + 1.0 per common area and/or employee toilet |
| High School and Middle School | .08/pupil |
| Elementary School and Pre-School | .06/pupil |
| Office Buildings | .75/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest |
| Large Single Use Retail (>20,000 sq. ft.) | .50/1000 sq. ft. (Gross Bldg. Area) or 1.0 per toilet whichever is greatest |

| | |
|---|---|
| Laundromats | 1.1/washing machine |
| Recreational Vehicle (RV) Park | 0.75/Recreational Vehicle Space + 1.0 per common area and/or employee toilet |
| Swimming Pool Backwash Discharge | 0.1/3,000 gallons |
| Elevator Sump | 0.5/sump |
| Marina pump out station | 1.0/pump out station |
| Public toilets in parks | 1/toilet |
| Quasi-public toilets e.g., community recreation areas | 1/toilet |

or, (d) As may be designated by motion of the Governing Board of the District upon presentation of good and sufficient evidence to merit other specific determination.

Specific Authority Chapter 2002-358, Laws of Florida. Law Implemented Chapter 2002-358, Sections 6(8) and (11), and Section 8, and Sections 6(9), (12) and (27). History-New 12-9-76, Amended 6-25-78, 9-26-78, 5-21-81, 4-25-84, 6-30-85. Formerly 31-10.03. Amended 3-23-00, 3-17-05, 3-16-06, 03-18-10, 3-20-2014, 6-18-2015, 3-17-2016.

31-10.004 Application for Sewer Service.

An application for sewer service shall be made by the legal owner of the property (hereinafter referred to as the "Owner"). Before any Owner receives sewer service from the District, the Owner shall submit an application to the District on a form created by the District for such purpose. The application shall be submitted to the District's Customer Service Department. The Owner shall pay any outstanding and/or delinquent fees and charges owed to the District for the subject property as a condition of the Application for Sewer Service being complete.

The Fair and Accurate Credit Transaction Act of 2003 requires that the District obtain positive identification from Owner requesting utility service. Therefore, all new Owners shall submit an application for sewer service in person and provide proper personal identification and proof of ownership of the property at which sewer service is desired. The District may accept telephone or electronic orders for utility service from existing customers (i.e., those Owners with an active District account) provided that the Owner provides the District proper personal identification (driver's license number or state identification card number) that matches the

previous information in the Owner's record and proof of ownership of the property at which service is desired.

The receipt of an application by the District does not constitute a guarantee of sewer service.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(9) and (11). History - New 12-9-76. Repealed 12-12-78, Formerly 31-10.04. New 3-19-2015 as to Application for Sewer Service.

31-10.005 Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges for Residential and Non-Residential Units.

(1) Plant Connection Charges, Regional Transmission System Line Charges and Subregional Line Charges (where applicable) for Residential and Non-Residential units for the use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall be paid by the owner of each lot or parcel of land which may be connected with or used by such system or systems of the District.

(2) Effective 1 April 1981, all residential and non-residential Plant Connection Charges and Regional Transmission System Line Charges shall be based on the schedules in effect at the time of service contractual commitment by the District as listed below:

PLANT CONNECTION CHARGES

~~1 April 2020 thru 31 March 2021 @ \$2,067 per E.C.~~

1 April 2021 thru 31 March 2022 @ ~~\$2,108~~ \$2,087 per E.C.

1 April 2022 thru 31 March 2023 @ ~~\$2,171~~ 2,129 per E.C.

1 April 2023 thru 31 March 2024 @ ~~\$2,236~~ 2,193 per E.C.

1 April 2024 thru 31 March 2025 @ ~~\$2,303~~ 2,259 per E.C.

1 April 2025 thru 31 March 2026 @ \$2,326 per E.C.

REGIONAL TRANSMISSION SYSTEM LINE CHARGES

~~1 April 2020 thru 31 March 2021 @ \$684 per E.C.~~

1 April 2021 thru 31 March 2022 @ ~~\$698~~ 691 per E.C.

1 April 2022 thru 31 March 2023 @ ~~\$719~~ 705 per E.C.

1 April 2023 thru 31 March 2024 @ ~~\$741~~ 726 per E.C.

1 April 2024 thru 31 March 2025 @ ~~\$763~~ 748 per E.C.

1 April 2025 thru 31 March 2026 @ \$770 per E.C.

ADMINISTRATIVE CHARGES

~~1 April 2020 thru 31 March 2021 @ \$143.80 per E.C.~~

1 April 2021 thru 31 March 2022 ~~@ \$146.68~~ \$145.24 per E.C.

1 April 2022 thru 31 March 2023 ~~@ \$151.08~~ \$148.14 per E.C.

1 April 2023 thru 31 March 2024 ~~@ \$155.61~~ \$152.59 per E.C.

1 April 2024 thru 31 March 2025 ~~@ \$160.28~~ \$157.16 per E.C.

1 April 2025 thru 31 March 2026 @ \$161.88 per E.C.

Said commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Regional Transmission System Line Charges and Administrative Charges shall be due and payable in cash (or by contract to provide capital costs and to construct certain portions of the Regional Transmission System) at the time commitment of service is made.

(3) Notwithstanding Section 31-10.005 (2) above, effective 1 April 1995, those properties having (or which previously had) buildings or structures having certificates of occupancy prior to 1 April 1981, shall pay the full Plant Connection Charge established in Section 31-10.005(2) less a subsidy of Five Hundred (\$500.00) Dollars, provided they are paid for and connected to the Regional Sewer System within one year of the time that lines serving said property are formally declared available by the Governing Board of the District. Notwithstanding Section 31-10.005 (2) above, the Plant Connection Charge, Regional Transmission System Line Charges, and Administrative Charges for those buildings or structures having certificates of occupancy prior to notice of sewer availability, can be financed using the District's Installment Agreement method of collection up to five (5) years at a fixed interest rate equal to the current Wall Street Journal Prime Rate plus two (2.0%) percent, but not to exceed 8%, existing at the time of execution of the Installment Agreement, with no prepayment penalty. Should any structure or building not be paid for or financed using the District's Installment Agreement and connected to the District's system within one year of the time that the line serving said property is formally declared available by the District's Governing Board, it will at the time of connection pay full Plant Connection Charges, Regional Transmission System Line Charges, and Administrative Charges as are applicable to new construction at time that connection is made regardless of the date of certificate of occupancy.

(4) Those buildings or structures with existing contracts for service with the District as of the effective date hereof shall pay Plant Connection Charges and, where applicable Regional 03-18-2021 ~~10-15-2020~~

Transmission System Line Charges and Administrative Charges of the amounts indicated in those contracts that are to be paid for capital improvement charges, and such Plant Connection Charges and, where applicable Regional Transmission System Line Charges and Administrative Charges shall not be subject to increase.

(5) Subregional Line Charges. The District may, based on environmental public welfare, engineering and/or financial considerations, construct and extend Subregional Collection Facilities to Existing Residential and/or non-residential properties. The District shall collect the costs of extending the Subregional Collection Facilities through the apportionment of the Costs to each of the benefited properties. Such charges shall be payable commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first. All sub-regional line charges shall be adjusted each April 1st based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st.

(5)(a) Western Indiantown Road Subregional Collection Facilities: Subregional Transmission System Line Charges for the Western Indiantown Road Subregional Collection Facilities shall be ~~\$1,811.25~~\$1,791.72 per E.C. through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made. Those buildings or structures having certificates of occupancy prior to January 20, 2012, the date this transmission system line was deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

5(b) Inlet Village Subregional Line Charge for Inlet Village Subregional Collection Facilities. The rate of the Inlet Village Subregional Line Charge shall be ~~\$2,166.79~~\$2,143.43 per equivalent connection (E.C.) through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed

available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

- 5(c) Rocking Horse Lane Subregional Line Charge for Rocking Horse Lane Subregional Collection Facilities. The rate of the Rocking Horse Lane Subregional Line Charge shall be \$~~604.12~~~~597.61~~ per equivalent connection (E.C.) through March 31, 2021. Commitment of service shall not exceed those total capacity limitations as authorized for commitment by the Governing Board of the District. The full amount of the Subregional Line Charges shall be due and payable at the time commitment of service is made, except those buildings or structures having certificates of occupancy prior to the date this transmission system line is deemed available, may finance this Subregional Line Charge over twenty (20) years at 6.875% interest, with no pre-payment penalty, to be collected by Non-Ad Valorem tax roll.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 6-21-2012, 3-21-2013, 3-20-2014, 3-19-2015, 3-17-2016, 3-16-2017, 3-21-2019, 10-15-2020.

31-10.006 Special Assessments.

Special Assessments for residential and non-residential use of and the services and facilities to be furnished by the Regional Wastewater System of the District shall consist of those special assessments approved, set, and levied by the Governing Board of the District on the basis of the total cost to the District of construction, reconstruction, labor, materials, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to completion of the specially assessed improvements, and are due and payable with interest at the time of transfer of the underlying real property for consideration as an at-arms-length transaction, unless transferred to the real estate tax bill for the property as a continuing obligation of the property until paid in full.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended, and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended, 9-26-78, 12-12-78, 5-21-81, 5-24-82, 4-24-83, 4-25-84, 6-30-85, Formerly 31-10.05. Amended 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-7-92, 5-9-93, 5-9-94, 5-19-96, 7-14-97, 11-1-98, 6-22-

99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11. 3-15-2012.

31-10.007 Quarterly Service Charges for Sewer Service.

(1) Quarterly Service Charges shall be payable by the owner commencing when the equivalent connection is connected to the Regional Wastewater System of the District, or within one year of the time the connection is available, whichever occurs first, and shall be billed in advance. Notwithstanding any other provision of this section, an owner that has established a tenant as the bill recipient for the Quarterly Service Charge prior to April 1, 2015 may continue to have the established tenant listed as the bill recipient for the Quarterly Service Charge until such time as that tenant relationship changes (e.g., new owner(s) or new tenant(s)).

(a) The Quarterly Service Charge for Residential Units shall be:

~~For the period of 1 April 2020 thru 31 March 2021—\$55.15 per E.C.~~

For the period of 1 April 2021 thru 31 March 2022 —@ ~~\$56.25~~\$55.15 per E.C.

For the period of 1 April 2022 thru 31 March 2023 —@ ~~\$57.38~~\$56.25 per E.C.

For the period of 1 April 2023 thru 31 March 2024 —@ ~~\$59.10~~\$57.38 per E.C.

For the period of 1 April 2024 thru 31 March 2025 —@ ~~\$60.87~~\$59.10 per E.C.

For the period of 1 April 2025 thru 31 March 2026 @ \$60.87 per E.C.

(b) The Quarterly Service Charge for Non-residential Units shall be as follows:

~~For the period of 1 April 2020 thru 31 March 2021—\$6.29 per thousand gallons of metered Water usage;~~

For the period of 1 April 2021 thru 31 March 2022 —@ ~~\$6.42~~\$6.29 per thousand gallons of metered Water usage;

For the period of 1 April 2022 thru 31 March 2023 —@ ~~\$6.55~~\$6.42 per thousand gallons of metered Water usage;

For the period of 1 April 2023 thru 31 March 2024 —@ ~~\$6.75~~\$6.55 per thousand gallons of metered Water usage;

For the period of 1 April 2024 thru 31 March 2025 —@ ~~\$6.95~~\$6.75 per thousand gallons of metered Water usage;

For the period of 1 April 2025 thru 31 March 2026 @ \$6.95 per thousand gallons of metered Water usage;

provided that the minimum Quarterly Service Charge for Non-residential Units shall be as follows:

~~For the period of 1 April 2020 thru 31 March 2021 -- \$75.47~~

For the period of 1 April 2021 thru 31 March 2022 --~~@ \$76.98~~\$75.47

For the period of 1 April 2022 thru 31 March 2023 --~~@ \$78.52~~\$76.98

For the period of 1 April 2023 thru 31 March 2024 --~~@ \$80.88~~\$78.52

For the period of 1 April 2024 thru 31 March 2025 --~~@ \$83.31~~\$80.88

For the period of 1 April 2025 thru 31 March 2026 @ \$83.31

For Non-residential Units that do not have a metered water supply or that have not established a minimum of 1 month of water use history, and certain other uses (e.g., elevator sump; pool backwash; public toilets in parks; marina pump out station) the Quarterly Service Charge shall be a flat rate of:

~~For the period of 1 April 2020 thru 31 March 2021 -- \$75.47 per E.C.~~

For the period of 1 April 2021 thru 31 March 2022 --~~@ \$76.98~~\$75.47 per E.C.

For the period of 1 April 2022 thru 31 March 2023 --~~@ \$78.52~~\$76.98 per E.C.

For the period of 1 April 2023 thru 31 March 2024 --~~@ \$80.88~~\$78.52 per E.C.

For the period of 1 April 2024 thru 31 March 2025 --~~@ \$83.31~~\$80.88 per E.C.

For the period of 1 April 2025 thru 31 March 2026 @ \$83.31 per E.C.

(2) Temporary Disconnection of Sewer Service – The District may temporarily suspend quarterly sewer service charges under certain defined circumstances and at the District’s sole discretion. If temporarily suspended, quarterly sewer service charges will cease on the first day of the quarter following verification and approval by the District. Quarterly sewer service charges will resume on the first day of the quarter following reconnection to the sewer (e.g., upon receipt of a Certificate of Occupancy). Failure to notify the District of reconnection to the sewer system will result in the District back-billing quarterly sewer service charges to the date reconnection to the sewer was made. Circumstances warranting suspension of quarterly sewer service charges of an existing Residential Unit or Non-residential Unit connected to the District’s sewer system include:

- (a) sewer disconnection in coordination with the District’s Engineering Department and according to District standards, or

(b) proof of designation as uninhabitable by a municipal authority (e.g., fire official, building official).

(3) The Quarterly Service Availability Standby Charge shall be due and payable for each equivalent connection reserving service availability, commencing upon the reserving of service availability and shall continue to be owing for each quarter and paid promptly upon billing in the manner as provided for the Quarterly Service Charge thereafter until payment of the Plant Connection Charge. The amount of the Quarterly Service Availability Standby Charge shall be 68% of the Quarterly Service Charge which is set based upon the fixed expenses incurred by the District in operating the plant and the Regional Wastewater System excluding the variable costs related to the amount of sewerage processed.

(a) A prepayment of twelve (12) months Service Availability Standby Charges will be required commencing upon the reserving of service availability in addition to the Quarterly Service Availability Standby Charge which shall be prepaid quarterly.

(b) At the time Plant Connection Charges become due and payable ten and one half (10.5) months of the twelve (12) months of prepaid Service Availability Standby Charges shall be credited to the Plant Connection Charges.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 381.00655. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76, Amended 6-25-78, 9-26-78, 12-12-78, 11-28-79, 5-21-81, 5-24-82, 10-12-82, 4-24-83, 5-24-84, 6-30-85, Formerly 31-10.07. Amended, 6-30-86, 5-4-87, 4-17-88, 5-3-89, 5-13-90, 5-12-91, 5-7-92, 5-10-93, 5-7-94, 5-7-95, 5-19-96, 7-14-97, 11-1-98, 6-22-99, 3-23-00, 3-15-01, 3-21-02, 3-20-03, 3-18-04, 3-17-05, 3-16-06, 3-15-07, 3-20-08, 3-19-09, 3-18-10, 3-17-11, 3-15-2012, 3-21-2013, 3-20-2014, 3-19-2015, 6-18-2015, 3-17-2016, 3-16-2017, 3-21-2019.

31-10.008 Determination of Equivalent Connections.

Each owner of each lot or parcel of land which may be connected to the regional wastewater system of the District shall first determine the amount of equivalent connections to the owner's lot or parcel of land and produce proof of the same to the satisfaction of the District. Failure to produce proof to the District shall result in a determination by the District that the owner of each residential lot or parcel which may be connected to the regional wastewater system shall be charged the rates, fees and charges of the District based upon 1.75 equivalent connections, and the owner of each non-residential lot or parcel which may be connected to the regional wastewater system shall be charged the maximum rates, fees and charges of the District based upon the best information practically available to the District as determined by the District.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-9-76. Amended 9-26-78, Formerly 31-10.08, Amended 3-15-2012, 3-19-2015.

31-10.009 Responsibility for Payment and Enforcement of Collections and Foreclosure of Liens.

(1) Responsibility. The District shall hold the owner of the property being served with sewage service primarily responsible for all charges for sewage service to the property, without regard to the fact that a tenant, licensee, customer or other party was actually utilizing the sewage service and may be paying for same directly to the District.

(2) Payment. All payments to the District shall be made using U.S. funds (dollars). Payment may be made in cash, check, electronic check, money order, electronic bill pay, direct debit, debit card (Master Card or Visa) or credit card (Discover, Master Card or Visa). All checks shall be in such form as will comply with the standards for cash items adopted by the Federal Reserve System to facilitate the sorting, routing, and mechanized processing of such items. Beginning July 1, 2016 payment made using debit card or credit card is limited to a maximum of \$5,000.00 per account per month.

(3) Delinquent Quarterly Service Charge for Sewer Service. Quarterly Service Charge for Sewer Service shall be delinquent if not paid during the service period. Effective the service period beginning July 1, 2016 a delinquent fee equal to 10% of the delinquent Quarterly Service Charge for Sewer Service will be applied to accounts with a delinquent balance of \$20.00 or more. ~~This subsection is temporarily suspended from June 19, 2020 to December 31, 2020.~~

(4) Default. In the event any fees, rates or charges for sewage service are not paid when due and are unpaid for at least thirty (30) days and the property owner shall be deemed in default, the District may seek recovery from the property owner through any or all available legal remedies.

(5) Acceptance. By acceptance of sewage service from the District, all of the property owners shall be jointly and severally liable to the District for all charges, rates and fees incurred.

(6) Enforcement. When the fees, rates, or charges for the services and facilities of any system are not paid when due and are in default as set forth above, the District shall provide written notice to the property owner that the District may discontinue and shut-off the supply of the services and facilities for said system, to the property, until such fees, rates or charges, including interest at 12% per annum, penalties and charges for the shutting off and discontinuance

or the restoration of such services or facilities are fully paid. If the fees or charges remain unpaid for thirty (30) days after being due, such delinquent fees, rates or charges shall bear interest at the rate of 12% per annum computed from the date when originally due, until paid and the District may discontinue the supply of service and facilities to the property. Such delinquent fees, or charges, together with legal interest, penalties and charges for the shutting off and discontinuance or the restoration of such services or facilities and all other costs and other expenses, including court costs and reasonable attorney's fees, shall be recovered by the District in a court of competent jurisdiction.

(7) Foreclosure of Liens. The District shall have a lien on all lands and premises served by it for all charges, until paid, for services provided to such lands or premises by the District, or connection fees associated therewith, which lien shall be prior to all other liens, except that such lien shall be on parity with the lien of state, county, and municipal taxes, and any lien for charges for services created pursuant to Section 159.17, Florida Statutes. Such lien shall be perfected by the District by recording in the official records of the county in which the lands or premises are located a claim of lien in form substantially as provided in Section 713.08, Florida Statutes. A copy of the claim of lien shall be served as provided in Section 713.18, Florida Statutes, within ten (10) days after the claim of lien is recorded. If 30 days after service has been made liens created under this section remain delinquent, such liens may be foreclosed by the District in the manner provided by the laws of Florida for the foreclosure of mortgages on real property, and the District shall be entitled to 12% interest per annum and attorney's fees and other court costs.

(8) No Service Free. No sewage disposal service shall be furnished or rendered free of charge to any person, firm, corporation, agency or organization whatsoever, and the District and each and every person, firm, corporation, agency or organization which uses or is required to use such service shall pay therefore at the rates fixed by the Governing Board of the District.

(9) Administrative Credits. The Executive Director, or his designee, may authorize a credit or refund to an account in certain situations, including billing errors, clerical errors, excessive payments by the customer, meter adjustments, and application of grant funds. In each case, the affected customer must provide a signed, written request for refund that quantifies the requested refund, documents the justification for the refund, and states whether the refund should be provided as a credit to their account (default) or as a refund check. In no circumstance shall such credit or refund exceed \$10,000 without prior authorization of the Governing Board.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; Sections 6(9), (12), (19) and (27) as amended by Chapter 76-429. History - New 12-9-76. Formerly 31-3.16, 31-3.18 & 31- 10.09. Rules 31-3.016 & 31-3.018 moved, consolidated and renumbered 31-10.009(4), (5) & (6) by amendment on 6-15-2000. Amended 9-26-78, 10-11-80, 3-23-00, 6-15-00, 3-15-2012, 3-19-2015, 3-17-2016.

31-10.010 Payment of Certain Rates, Fees and Charges; Developer Agreement.

(1) All persons, firms and corporations (hereinafter called “Applicant”) desiring to reserve service availability of 10 E.C.s or more in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a developer agreement and pay the charges and fees as specified therein. An Applicant for service requiring less than 10 E.C.s shall execute an Application for Service appropriate to the use, and shall pay all Connection Charges at the time of Application. These further requirements shall be met for all developer agreements:

- (a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.
- (b) The applicant shall enter into a “Standard Developer Agreement” with the District, form LRECD -102 dated 11/17/2011 incorporated herein by reference, the form of which may be obtained without cost from the District office, providing for the following matters:
 - 1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
 - 2. Payment of fees as required to reserve sewer service availability and specified in the Standard Developer Agreement.
 - 3. Construction of off-site facilities under certain conditions.
 - 4. Dedication of the defined sewerage facilities to the District.
 - 5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
 - 6. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
 - 7. Describing payment and obligations and providing for recovery of costs and attorney’s fees.

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8. Subject the owner to the rates, fees and charges of the District as established from time to time but fixing the rate for the Regional Transmission System Line Charge, Administrative Charge, and Plant Connection Charge.

(2) All persons, firms, and corporations (hereinafter called “applicant”) desiring to reserve service availability for concurrency in the regional wastewater system of the District where said system is available as defined herein, or is proposed to be available as determined by the District, prior to receiving District approval, shall sign a Concurrency Reservation Agreement and pay the charges and fees as specified therein. These further requirements shall be met:

- (a) Plans and specifications shall clearly indicate sufficient detail to calculate the number of equivalent connections contemplated on the lot or parcel of land.
- (b) The applicant shall enter into a “Concurrency Reservation Agreement”, which is incorporated herein by reference, known as District form number LRECD-18, the form of which may be obtained without cost from the District office, providing for the following matters:
 1. The reservation of the agreed service availability in the regional wastewater system on the subject property in terms of equivalent connections.
 2. Requiring payment of a Quarterly Service Availability Standby Charge and prepayment of twelve (12) months thereof.
 3. Providing a duration of the shorter of twelve (12) months or thirty (30) days after applicant obtains a development order.
 4. Providing for the unexpired portion of the prepaid Quarterly Service Availability Standby Charge to be refunded to the applicant if the development order is denied, or credited to the Service Availability Standby Charge if a Standard Developer’s Agreement is entered into by the applicant within thirty (30) days of the development order.
 5. Describing the reservation of service availability in terms of the equivalent connections as non-assignable, non-transferable, and running with the land, and describing exceptions.
 6. Describing payment, including rates, fees, and charges of the District, and obligations and providing for recovery of costs and attorney’s fees.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended. Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended

by Chapter 76-429. History-New 12-9-76. Amended, 9-26-78, 5-21-81, 5-24-84. Formerly 31-10.10. Amended 5-10-93, 3-20-08, 3-19-09, 3-18-10, 3-15-2012.

31-10.011 Connections to Sewer Required.

(1) Connection Required. No less than one (1) year prior to the date the sewerage system will become available, the District shall notify the affected owner of the onsite sewage treatment and disposal system of the anticipated availability of the sewerage system and shall also notify the owner that the owner will be required to connect to the sewerage system within one (1) year of the actual availability. The owner of each lot or parcel of land within the District upon which lot or parcel of land any building, trailer, or other structure requiring wastewater disposal is now situated or shall hereafter be situated, in an area where the District system is available, as defined herein, shall cause such building or buildings, trailer or trailers, structure or structures to be connected with the sewerage facilities of the District and to use such facilities, within one (1) year following notification to do so by the District. All such connections shall be made in accordance with the rules and the regulations which shall be adopted from time to time by the Governing Board, which rules and regulations shall provide for a charge for making any such connections in such reasonable amount as the Governing Board may find and determine.

(2) “Established Residential Neighborhood.” For the purposes of this Rule, an Established Residential Neighborhood shall be considered an area within the geographic boundaries of the District defined by natural geographic boundaries, common restrictions, or other common characteristics as reasonably determined by the District, in which 50% or more of the lots contained completed Residential Units as of May 22, 1971.

(3) Collection Line Construction and Availability in Established Neighborhoods. The Loxahatchee River Environmental Control District shall construct and declare available, sewerage collection lines and related appurtenances comprising a localized District sewer system in Established Residential Neighborhoods based upon the Governing Board’s determination of any of the following:

- (a) That 50% or more of the record owners of property to be serviced by such localized sewerage system shall desire and consent to the construction of said system; or
- (b) That a reasonable alternative to the septic tanks exists for the treatment of the sewerage, taking into consideration factors such as cost; or
- (c) The discharge from the septic tanks is adversely affecting the health of the user or the public, or the groundwater or surface water is degraded; or

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- (d) To enhance the environmental and scenic value of surface waters.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended and Florida Statutes 373.451, 381.0065, 381.00655. Law Implemented Chapter 71-822, Section 6(8), 6(10), 6(11), 6(16), 6(17), 6(23) and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429; and Section 6(3) and 6(19) as amended by Chapter 78-559. History - New 11-12-75, 12-9-76 & 1-9-85. Formerly 31-3.02, 31-3.21 & 31-10.11. Rules 31-3.002(4) and 31-3.021 moved and renumbered 31-10.011(2) & (3) by amendment on 6-15-2000. Amended 9-26-78, 2-2-94, 3-23-2000, 6-15-2000.

Annotation: Village of Tequesta v. Loxahatchee River Environmental Control District, Case No. 97-4367 AD, 15th Judicial Circuit of Palm Beach County, Florida, Final Judgment ordered August 6, 1987, affirmed in Village of Tequesta v. Loxahatchee River Environmental Control District, 714 So.2d 1100, (Fla 4th DCA 1998).

Note: 31-10.011(3) Commonly referred to as the “Ellis Rule”.

31-10.012 Exceptions to the Payment of Connection Charges.

(1) Connection Charges shall not apply to those residential and non-residential buildings and structures referred to in the Agreement for Sale between the Village of Tequesta and the District, dated May 23, 1973.

(2) Those residential and non-residential buildings and structures which have escrowed, paid or committed capital improvement charges and have executed legally binding agreements where capital improvement charges are referred to in such agreements, said agreements shall be enforced according to their tenor, except that the capital improvement charges shall be treated as Plant Connection Charges, and except that where capital improvement charges may be increased or subjected to assessment and reassessment from time to time, there shall be no increase over the amount of capital improvement charges as stated in said agreements, and said provision providing for assessment and reassessment of capital improvement charges shall not be enforced.

Specific Authority Chapter 71-822, Special Acts of Florida, 1971, as amended Law Implemented Chapter 71-822, Section 6(8) and (11), and Section 8; and Sections 6(9), (12) and (27) as amended by Chapter 76-429. History - New 12-12-79. Formerly 31-10.12, Amended 3-15-2012.

31-10.013 Irrigation Quality Water User; Rates, Fees and Charges for Irrigation Quality Water Service; Irrigation Quality Water Agreements.

(1) “I.Q. Water” is defined to mean Irrigation Quality Water provided by the District, regardless of the original source of the I.Q. Water. I.Q. Water also may be referred to as “reuse water” or “reclaimed water”, which is further defined in Chapter 62-610, F.A.C.

(2) “Wholesale I.Q. User” is defined as user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User’s property.

(3) “Retail I.Q. User” is defined as a user of I.Q. Water, for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes or tanks, at an off-site location. The I.Q. Water is then pumped by the District from the storage facility, into the lines that deliver I.Q. Water to the User’s property for further distribution and irrigation by the User.

(4) “Nano I.Q. User” is defined as user of I.Q. Water, where the I.Q. Water was originally made available by blending the Town of Jupiter’s nanofiltration concentrate and for which the I.Q. Water is pumped by the District, to a storage facility, such as ponds, lakes, or tanks, at an off-site location. The I.Q. Water is then pumped by a party other than the District, into the lines that irrigate the User’s property.

(5) Rates, Fees and Charges for Wholesale, Retail, ~~Wholesale,~~ and Nano I.Q. Water Rates ~~Users~~ shall consist of those rates, fees and charges approved, set, and levied by the Governing Board of the District on the basis of the total cost to the District of construction, reconstruction, labor, materials, equipment, acquisition, property rights, surveys, design, engineering, legal, administration, operation, maintenance, and all other expenses necessary or incidental to construction, operation, and improvement of the I.Q. Water system and provision of I.Q. Water.

(6) The District’s rate for I.Q. Water shall be:

(a) Wholesale I.Q. Users shall pay ~~45.78 cents per 1,000 gallons~~ the following rates for their Requested G.P.D.

For the period of 1 April 2021 thru 31 March 2022 \$0.4578 per 1,000 gallons.

For the period of 1 April 2022 thru 31 March 2023 \$0.4578 per 1,000 gallons.

For the period of 1 April 2023 thru 31 March 2024 \$0.4715 per 1,000 gallons.

For the period of 1 April 2024 thru 31 March 2025 \$0.4856 per 1,000 gallons.

For the period of 1 April 2025 thru 31 March 2026 \$0.5002 per 1,000 gallons.

(b) Retail I.Q. Users shall pay ~~58.37 cents per 1,000 gallons~~ the following rates for their Requested G.P.D.

For the period of 1 April 2021 thru 31 March 2022 \$0.6012 per 1,000 gallons.

For the period of 1 April 2022 thru 31 March 2023 \$0.6192 per 1,000 gallons.

For the period of 1 April 2023 thru 31 March 2024 \$0.6378 per 1,000 gallons.

For the period of 1 April 2024 thru 31 March 2025 \$0.6569 per 1,000 gallons.

For the period of 1 April 2025 thru 31 March 2026 \$0.6766 per 1,000 gallons.

(c) Nano I.Q. Users shall pay 72.11 cents per 1,000 gallons for their Requested G.P.D.

For the period of 1 April 2021 thru 31 March 2022 \$0.7572 per 1,000 gallons.

For the period of 1 April 2022 thru 31 March 2023 \$0.7951 per 1,000 gallons.

For the period of 1 April 2023 thru 31 March 2024 \$0.8349 per 1,000 gallons.

For the period of 1 April 2024 thru 31 March 2025 \$0.8766 per 1,000 gallons.

For the period of 1 April 2025 thru 31 March 2026 \$0.9204 per 1,000 gallons.

~~On October 1, 2020 the Retail, Wholesale, and Nano I.Q. Rates shall increase (or decrease) based upon the annual increase (or decrease) in the Engineering News-Record Construction Cost Index as of July 1, 2020. Subsequently,~~ The District may revise such schedule of rates, fees, and charges in accordance with the District's Enabling Act, all applicable District Rules, and all relevant laws. It is the District's intention to evaluate the sufficiency of I.Q. Water rates during the annual Rate Study, which typically occurs in February and March with potential rate adjustments implemented April 1st. I.Q. Users that have a written I.Q. Agreement prior to the effective date hereof and which have a lower or higher I.Q. Rate, said lower or higher I.Q. Rate and specified rate adjustments shall be in accordance with said I.Q. Agreement until the expiration or termination of said I.Q. Agreement. The I.Q. Rate shall be billed monthly or such other billing cycle period as the District may determine.

(7) The Start Up Fee of the District for Retail I.Q. Users shall be the greater of (a) six (6) months of charges at the Retail I.Q. Rate for the requested gallons per day, or (b) \$3,500.00. The Application Fee of the District for Wholesale I.Q. Users shall be the greater of (a) six (6) months of charges at the I.Q. Rate for the requested gallons per day, or (b) \$18,000.00.

(8) All persons, firms and corporations (hereinafter called "Applicant") desiring to reserve service availability in the regional I.Q. Water system of the District where said I.Q. Water is available or is proposed to be available, as determined by the District, prior to receiving District approval, shall sign a Standard Irrigation Quality Water Agreement and pay the charges and fees specified therein.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358 Sections 6(6), 6(8), 6(9), 6(11), 6(12), 6(27) and Section 8; History-New 7-23-97, Amended 11-1-98, 3-16-06, 3-18-10, 3-21-2013, 3-19-2015, 3-21-2019, 2-20-2020.

31-10.014 Low Pressure Pump Unit Delivery Procedures & Delivery Charge.

(1) All Property Owners in an area serviced by a low pressure sanitary sewer system, shall be responsible for taking possession of the Low Pressure Pump Unit (“**Pump Unit**”) upon notification the Pump Unit is available for pick up at the District. A Property Owner that does not pick up the Pump Unit shall be subject to the following delivery procedures and delivery charge. The First Delivery Notice to the Property Owner shall provide:

- (a) Property Owner is delinquent with installation of the low pressure pumping system for their wastewater service.
 - (b) The District has been holding their Pump Unit since the completion of the sewer project.
 - (c) The Pump Unit was included in their assessment and is their responsibility to install.
 - (d) The District will no longer hold the Pump Unit for their pick up and installation.
 - (e) If not picked up within thirty (30) days, the Pump Unit will be delivered at an additional Delivery Charge of \$300.00 to the Property Owner (the “Delivery Charge”).
 - (f) The Pumping Unit will be delivered in good working order, suitable for District’s future maintenance.
 - (g) If the Property Owner fails to have the Pump Unit installed within forty five (45) days and there is damage to the Pump Unit components, the Property Owner will be responsible for the cost to provide a Pump Unit in good working order for District maintenance in the future.
2. If the Pump Unit is not picked up within thirty (30) days after the First Delivery Notice, the Second Delivery Notice shall be sent to the Property Owner which shall provide:
- (a) Pump Delivery will be made on a date and time certain.
 - (b) The Pump Unit and appurtenances will be delivered to the most accessible location on the Property or a mutually convenient location as discussed with Property Owner.
 - (c) A written report will be made of each delivery with photographs of the Pump Unit placement at time of delivery and condition of surrounding area. Written receipt of delivery of the Pump Unit will be requested of the Property Owner, however it is not mandatory for the Property Owner to provide or for the District to obtain.

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- (d) The written report is to be signed by two District personnel, witnessed and notarized, and made part of the District's records.
3. After delivery, the Property Owner will be provided written notification that their Pump Unit has been delivered and an Invoice will be provided for the Delivery Charge.
4. All correspondence to be provided by Certified Mail with Return Receipt and regular mail.

Specific Authority Chapter 2002-358 Laws of Florida. Law Implemented Chapter 2002-358 Sections 6(6), 6(8), 6(9), 6(10), 6(11), 6(12), 6(19) and Section 8; History-New 3-15-2012.

LOXAHATCHEE RIVER DISTRICT

Neighborhood Sewering Schedule-Revised February 2020



| Rank * | Area Description | # Lots | Activity | Original Target Date | Revised Target Start Date |
|--------|--------------------------------|--------|---|----------------------|---------------------------|
| 16 | 181 st St N Gravity | 12 | Notified Owners – January 2013 Notice of Intent to Assess – October 2018 Award Construction Contract – January 2021 | 2018 | 2021 |
| 11 | Jupiter Farms (East) | 708 | | TBD | TBD |
| 11 | PB Country Estates | 1547 | | TBD | TBD |

* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

Remnant Areas

| Rank* | Area Description | Lots | Activity | Original Target Date | Revised Target Start Date |
|-------|-------------------------------------|------|---|----------------------|---------------------------|
| H | Olympus Dr, Juno (LP) | 2 | Notified Owners – June 2013 Prelim. Design started – August 2017 Notice of Intent to Assess – July 2020 Award Construction Contract – January 2021 | 2016 | 2021 |
| | 18870+18890 SE Country Club Dr (LP) | 2 | Notified Owner – April + Aug 2017 Design started – August 2017 Notice of Intent – December 2018 | 2018 | 2020 |
| | Thelma Ave. (LP) | 3 | Notified Owners – September 2017 Notice of Intent to Assess–September 2019 Notice To Connect – February 2021 | 2020 | 2020 |
| EE | Hobart St SE (Martin Co.) (LP) | 13 | Notified Owners – January 2013 Notice of Intent to Assess–September 2019 | 2016 | 2021 |
| | 197 th Pl N (LP) | 3 | Notified Owners – April 2019 Notice of Intent to Assess – February 2015 Notice To Connect – February 2021 | | 2020 |
| | 605+607 Military Trl (LP) | 2 | Notified Owners – June 2020 Notice of Intent – Jan 2021 | 2022 | |

| Rank * | Area Description | # Lots | Activity | Original Target Date | Revised Target Start Date |
|--------|---|----------------|--|----------------------|---------------------------|
| AA | Peninsular Road | 4 | Private Road Notice of Intent – February 2010 Partial construction complete - June 2013 Soliciting easements for remainder of project | 2010 | AEO |
| BB | Rivers Edge Road (Martin Co.) | 35 | Notified Owners – August 2010 Private Road-Easements Solicited –May 2014 Notice of Intent – February 2014 Project Delayed | 2013 | AEO |
| CC | 171 st Street (Martin Co.) | 7 | Private Road - In House Design Owners notified October 2012 Easement rec'd from Church – April 2017 Grant received | 2014 | AEO |
| CC | Jamaica Dr | 11 | Private Road Owners notified Oct 2012 | 2014 | AEO |
| CC | 66 th Terr+Way | 19 | Notified Owners – Aug 2010 *Private Roads Notice of Intent to Assess – February 2015 | 2014 | AEO |
| D | Loggerhead Park <i>(institutional)</i> | 6 ECs | Need Easements from County-No database | 2014 | AEO |
| DD | Taylor Road | 38 | Notified Owners – September 2011 Private Roads | 2015 | AEO |
| FF | Rolling Hills | 50 | Notified Owners – Jan. 2013 - Private HOA Notice of Intent to Assess – October 2019 Award Engineering Contract – January 2021 | 2017 | 2021 |
| FF | Gardiner Lane-18205 (LP) | 1 | Notified Owner – July 2013 – Private Road Notice of Intent to Assess – October 2019 | 2017 | 2021 |
| FF | North A1A | 3 | Postponed-Town activities in area-No database | 2012 | AEO |
| GG | 815 S US 1 (Yum Yum Tree) | 9 ecs | Notified Owner – November 2014 | 2016 | AEO |
| GG | Rockinghorse <i>(north of Roebuck Road)</i> | 11 | Notified Owners – January 2013 | 2018 | AEO |
| GG | Castle Rd SE | 5 | Notified Owners – Jan 2013-private road | 2018 | AEO |
| GG | Jupiter Rd SE | 4 | Notified Owners – Jan 2013-private road | 2018 | AEO |
| HH | Harbor Rd. S. LPSS | 6 | Notified Owners – January 2014 Private Road | 2017 | AEO |
| HH | Indian Hills SE | 12 | Notified Owners – January 2016 Easement for Road & Utilities, No Dedication | 2019 | AEO |
| 16 | Limestone Creek Road West | 49 | Notified Owners – January 2013 Private Road | 2018 | TBD |
| 19 | US Coast Guard Station Offices <i>(institutional)</i> PX Commercial <i>(commercial)</i> | 2 ECs 2 ECs | US Government - private roads-No database Contract for installation of sanitary sewers – September 2020 | 2019 | 2021 |

* Rank based upon "2010 Septic System Inventory & Assessment"

TBD = To be determined

AEO = As easements are obtained

CURTIS L. SHENKMAN
Board Certified
Real Estate Attorney
HUNTER SHENKMAN
Attorney

CURTIS SHENKMAN, P.A.
4400 PGA BLVD, SUITE 301
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE (561) 822-3939
Curtis@PalmBeachLawyer.Law

LEGAL ASSISTANTS
REAL ESTATE
JUDY D. MONTEIRO
DENISE B. PAOLUCCI
MELISSA KAJEEJIT

March 9, 2021

Loxahatchee River Environmental Control District
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to SPatel)
2500 Jupiter Park Drive
Jupiter, FL 33458

RE: PENDING LITIGATION STATUS REPORT

Dear Dr. Arrington and Board Members:

We are enclosing herewith a brief status report relating to the litigation in which the Loxahatchee River Environmental Control District is involved with our law firm as the attorney of record. This status report updates the last monthly status report previously submitted and consists of a summary of the record proceedings which have occurred in each of the pending cases since last month.

There are no analyses of the pending cases included, as the inclusion of such items might constitute a waiver of any attorney/client privilege that exists between our firm and the District. Therefore, if you would like to discuss the particulars of any specific case in more detail or would like to obtain more information concerning the strategy, status, or settlement posture of any of the individual cases, please feel free to contact me.

As always, we are available at any time to discuss any of these lawsuits with each individual Board Member by telephone or by conference, if there are any questions.

Respectfully submitted,

CURTIS L. SHENKMAN

CURTIS L. SHENKMAN

Attachments

OTHER LITIGATION

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA
CASE NO. 50-2019 CA 014447 XXXX MB AB

FRED BEMAN, Plaintiff,
vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

December 6, 2017. Auto Accident involving District vehicle and vehicle driven by Fred Beman.

April 15, 2020. Summons & Complaint served upon the District.

April 20, 2020. Attorney Lyman Reynolds, appointed be District's Insurance Carrier to Defend the
District under the District's Insurance Policy.

May 4, 2020. District's Motion to Dismiss filed.

July 8, 2020. District's attorney reports Motion to Dismiss not yet set for a hearing.

August 19, 2020. Agreed Order permitting transfer of the case to Martin County

Sept 16, 2020. Amended Complaint filed in Martin County

As of March 8, 2021, No Summons yet served on the District.

Pre-Suit Notice of Claim under FS 768.28 (6)(a)
Dated August 3, 2020 from Attorney for Plaintiff

Donovan Mackey and Dee Mackey, Plaintiff
Vs.

LOXAHATCHEE RIVER DISTRICT, Defendant.

On or about October 2019 sewage back up into 141 Beacon Lane, Jupiter, FL 33469 (Jupiter
Inlet Colony). Plaintiffs claim personal injury from the sewage back up.

August 3, 2020, District notified District's insurance carrier of the claim.

August 18, 2020, Insurance Adjuster for the District assigned the claim.

Plaintiff cannot file suit until claim is denied. 768.28 (6)(b).

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE



Loxahatchee River Environmental Control District
Monthly Status Report
March 5, 2021

Submitted To: Kris Dean, P.E., Deputy Executive Director/Director of Engineering

The following is a summary of work performed by Baxter and Woodman, Inc. (B&W), on District projects for the monthly period ending March 5, 2021.

Alternate A1A 16-Inch Force Main Extension

The following items were ongoing or completed during the last monthly period:

- Final Change Order and Final Payment still pending. Contractor is negotiating with a third party regarding the final cost of a repair bill that District intends to deduct from Contractors Final Pay Application.

Olympus Drive Force Main and Low Pressure Sewer Replacement

The following items were ongoing or completed during the last monthly period:

- B&W completed the assembly of the conformed construction documents.
- A pre-construction meeting with the District and Contractor is scheduled for March 22, 2021 at 2pm. The District plans to issue NTP at this meeting.
- The Contractor is working on submitting shop drawings prior to the pre-construction meeting.

Alternate A1A 24-Inch Force Main Cleaning & Inspection

The following items were ongoing or completed during the last monthly period:

- NTP was issued to the Contractor on February 1, 2021.
- The Contractor's Baseline Schedule has been approved.
- Shop Drawings submittals are in progress.
- Contractor is anticipated to mobilize on-site in the second week of March 2021.

Irrigation Quality 511 (IQ-511) Pump Station Piping Improvements

The following items were ongoing or completed during the last monthly period:

- B&W received confirmation from FDEP on February 4, 2021 that a permit application for a minor revision will need to be submitted. B&W submitted the permit application to FDEP on February 19, 2021.
- Contract was awarded to Hinterland at the February 2021 Board Meeting.

Lift Station Fall Protection Improvements

The following items were ongoing or completed during the last monthly period:

- The NTP was issued to the Contractor on February 15, 2021.
- Contractor has mobilized on-site
- Field measurement of each individual lift station is currently in progress.
- Shop Drawings submittals are in progress.

Respectfully Submitted by:

BAXTER & WOODMAN, INC.



Rebecca Travis, P.E.

Executive Vice President / Florida Division Manager

March 3, 2021

Mr. Kris Dean, P.E.
Deputy Director/Director of Engineering
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

Subject: Monthly Progress Report – March 2021

Dear Mr. Dean:

Our progress and anticipated work on the odor control study is detailed below.

The following activities were conducted:

1. Task 2 – Review of Conditions of Existing WWTF and Preparation of Test Protocol has been substantially completed
2. Task 3 – Sampling and Testing and Operational Assessment is well underway and key elements have been substantially completed. Testing is currently underway. Air Dispersion Modeling is scheduled to begin shortly
3. Task 6 - Development of Odor Control Engineering Report has been initiated

Next month's activities:

1. Work gathering operational Information will continue
2. Odor sampling—Testing and sampling will be completed
3. Analysis of Testing Results will be well underway
4. Air modeling studies will be underway
5. Development of engineering report will be underway

Please let me know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.



Elizabeth Fujikawa, P.E., LEED AP
Vice President



HOLTZ CONSULTING ENGINEERS, INC.
270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

MEMORANDUM

To: Kris Dean, PE, Deputy Director/Director of Engineering, Loxahatchee River Environmental Control District
From: Christine Miranda, PE, Holtz Consulting Engineers, Inc.
Date: March 11, 2021
Subject: **Loxahatchee River Environmental Control District Monthly Status Report**

The following is a summary of work performed by Holtz Consulting Engineers, Inc. (HCE) on Loxahatchee River District projects through March 11, 2021. **Note: Any information that is historical or repeated from previous months are shown in italics. Otherwise, all information as shown below is newly reported information.**

Lift Station No. 082 Improvements

- *A recommendation of award to the lowest responsive and responsible bidder, Hinterland Group, Inc. was presented at the January 2021 board meeting. The Notice of Award of Contract was issued on February 4, 2021. Upon execution of the Contract, a preconstruction meeting will be scheduled. The Owner furnished pumps and equipment, generator and automatic transfer switch have been delivered to the District.*

Lift Station #161 and Lift Station #291 Emergency Generator Project

- The Contractor mobilized onto the project site on February 16, 2021. The new generator has been picked up from the District and placed on the new generator pad. The remaining work including the electrical inspection, start-up, and final walkthrough and punchlist are expected to be completed by the end of the month.

SE Hobart Street Low Pressure Force Main System

- All the low-pressure system components have been installed and the tie-in to the existing force main has been completed. A walkthrough was conducted on March 25, 2021. All punchlist items have been completed. HCE is working on final closeout of permits and processing of final paperwork to complete the project.

Country Club Drive Force Main Transmission System Preliminary Evaluation

- *District staff will be replacing the pumps at Lift Station #70 and subsequently collecting data for two weeks to provide to HCE. Upon receipt of the updated data, the hydraulic model will be completed. The technical memorandum will be submitted within two weeks after completion of the model.*



Lift Station #163 Emergency Generator Improvements

- *The bid opening for the project occurred on January 28, 2021 and three bids were received for the project. A recommendation of award to the lowest responsive and responsible bidder, Hinterland Group, Inc., was presented at the February board meeting. The Owner furnished generator and automatic transfer switch have been delivered to the District. Upon execution of the Contract, a preconstruction meeting will be scheduled.*

Jupiter Inlet Lighthouse Septic to Sewer

- A meeting with representatives from BLM, the District, and HCE was held at the project site on February 26, 2021 to review and discuss and resolve several comments pertaining to the design. HCE is currently working on finalizing the plans and specifications and will submit the final design package to the District by March 19, 2021. The permit application package to the PBCHD was submitted on February 23, 2021. The Town of Jupiter permit will be submitted electronically by March 19, 2021.

Lift Station Telemetry Improvements

- All site visits have been completed. A meeting was held on March 10, 2021 to review the findings and discuss elements for the proposed design. *The technical memorandum providing the comparative analysis on the different cellular telemetry systems and the findings of the site visits and associated cost estimates, will be provided to District staff by April 20, 2021.*

Rolling Hills Gravity Sewer System, Lift Station, & Force Main

- The kick-off meeting for the project was held on February 10, 2021. *The 60% design submittal will be submitted to the District by May 5, 2021.*

Injection Well Pump Manual Transfer Switch Addition

- A kick-off meeting for the project was held on February 16, 2021. The 60% design submittal and draft Standard Operating Procedure (SOP) will be submitted to District staff by April 16, 2021.

Operational Greenhouse Gas Emissions and Cost Assessment

- A kick-off meeting for the project was held on March 8, 2021. The greenhouse gas framework and interface development, inventory development, and emissions factor and unit cost library will be completed within three months from receipt of the requested information from the District and the Solid Waste Authority.



Busch Wildlife Sanctuary

The 1st Quarter Report will be presented at the
April 2021 Board Meeting.

J:\Board\Notebook\BWS No Update





Director's Report

- | | |
|-------------------------------|------------|
| ➤ Admin. & Fiscal Report | attach. #1 |
| ➤ Engineering Report | attach. #2 |
| ➤ Operations Report | attach. #3 |
| ➤ Information Services Report | attach. #4 |
| ➤ Environmental Education | attach. #5 |
| ➤ Safety Report | attach. #6 |
| ➤ Other Matters (as needed) | attach. #7 |



J:\Board\Notebook\Directors Report



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

TO: Governing Board
FROM: Kara Fraraccio, Director of Finance and Administration
DATE: March 12, 2021
SUBJECT: Monthly Financial Report

Stephen B. Rockoff
BOARD MEMBER

Cash and Investments

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

| Institution | Original Term | Maturity | Rate | Book Value | Monthly Interest Earned | Market Value |
|----------------------------------|---------------|----------|-------|---------------------|-------------------------|----------------------|
| Bank United | 2 Years | 03/11/21 | 2.60% | \$ 1,000,000 | \$ 2,092 | \$ 1,052,410 |
| Bank United | 9 Months | 03/12/21 | 0.55% | 1,565,316 | 660 | 1,571,461 |
| Bank United | 6 Months | 08/19/21 | 0.20% | 1,000,000 | 49 | 1,000,049 |
| Bank United | 6 Months | 08/19/21 | 0.20% | 1,000,000 | 49 | 1,000,049 |
| Bank United | 6 Months | 08/19/21 | 0.20% | 1,000,000 | 49 | 1,000,049 |
| Subtotal | | | | \$ 5,565,316 | \$ 2,899 | \$ 5,624,018 |
| Money Market Accounts: | | | | | | |
| Synovus - Public Demand | | | 0.30% | | \$ 2,843 | \$ 12,355,187 |
| TD Bank - NOW | | | 0.20% | | 1,266 | 8,252,299 |
| Subtotal | | | | | \$ 4,109 | \$ 20,607,486 |
| Checking Account: | | | | | | |
| SunTrust-Hybrid Business Account | | | 0.50% | | \$ 5,108 | \$ 13,261,029 |
| Subtotal | | | | | \$ 5,108 | \$ 13,261,029 |
| Total | | | | | \$ 12,116 | \$ 39,492,533 |

Average weighted rate of return on investments is: .41%

As of 2/28/21:

3 month Short Term Bond: .04%

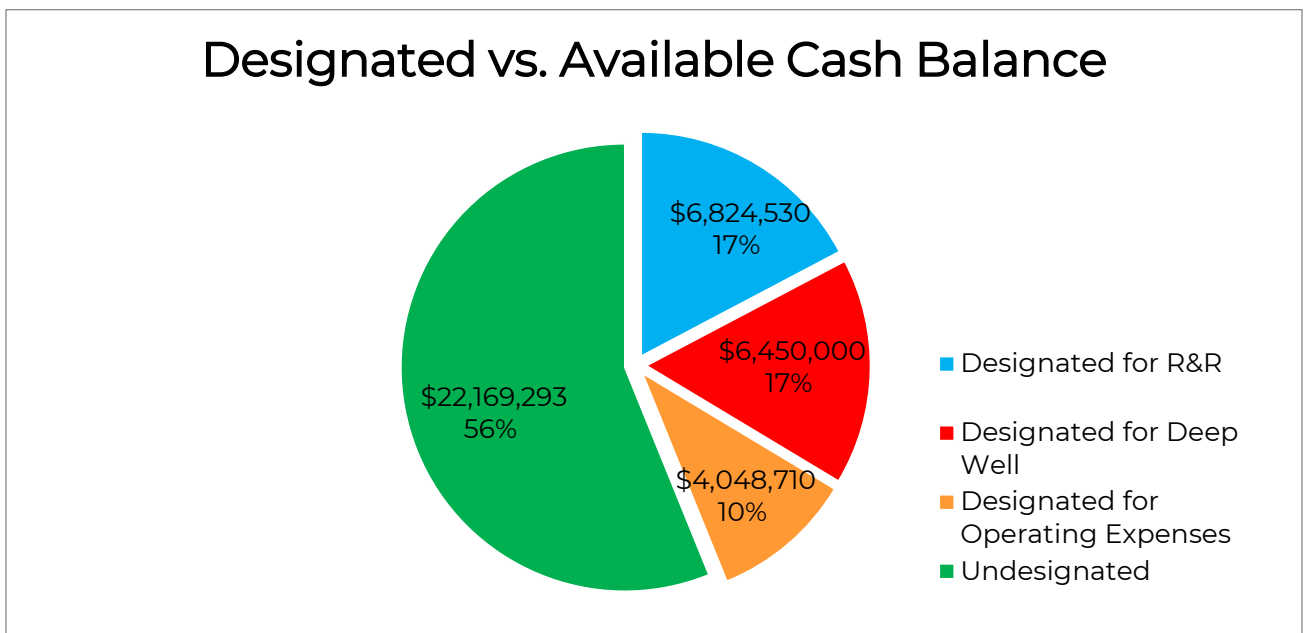
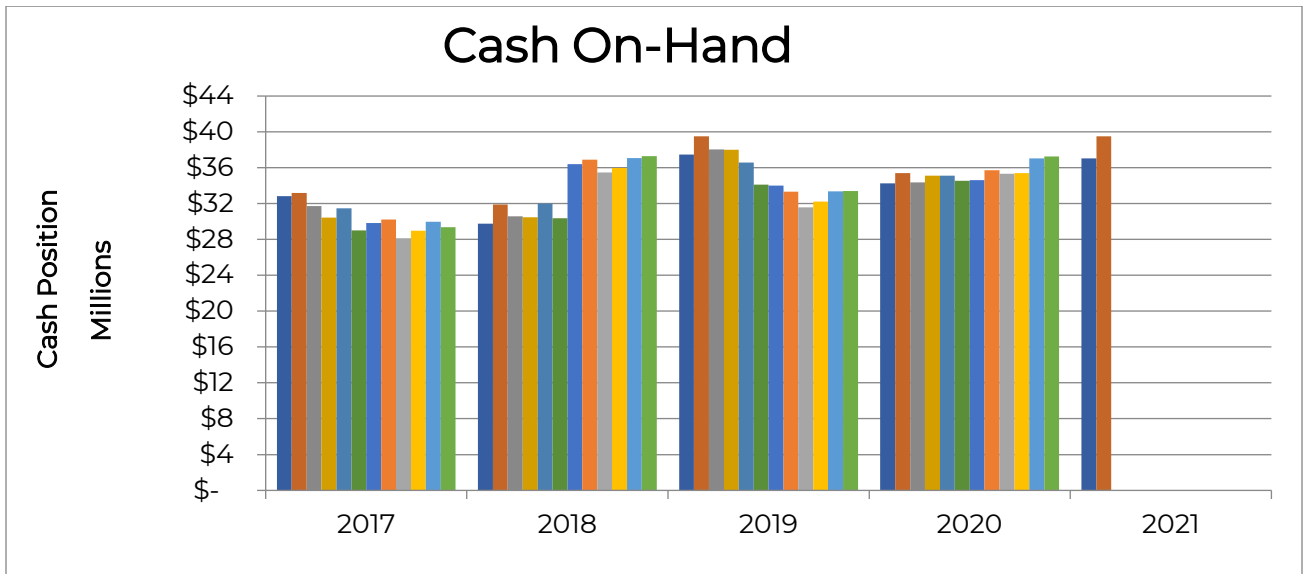
1 month Federal Fund Rate: .25%

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

Cash position for February 2020 was \$35,411,980. Current Cash position is up by \$4,080,553.



Financial Information

- Legal Fees billed in February totaled \$9,365. The fiscal year-to-date total is \$28,825.
- There was no Septage billing for the month of February. The fiscal year-to-date total is \$165.
- Developer's Agreement – There was one new Developer Agreements in February.
- I.Q. Water Agreements – Valencia is past due for February.
- Estoppel fees collected in February totaled \$8,850. The fiscal year-to-date total is \$42,550.

Summary of Budget vs. Actual

Budget Benchmark
42.00%

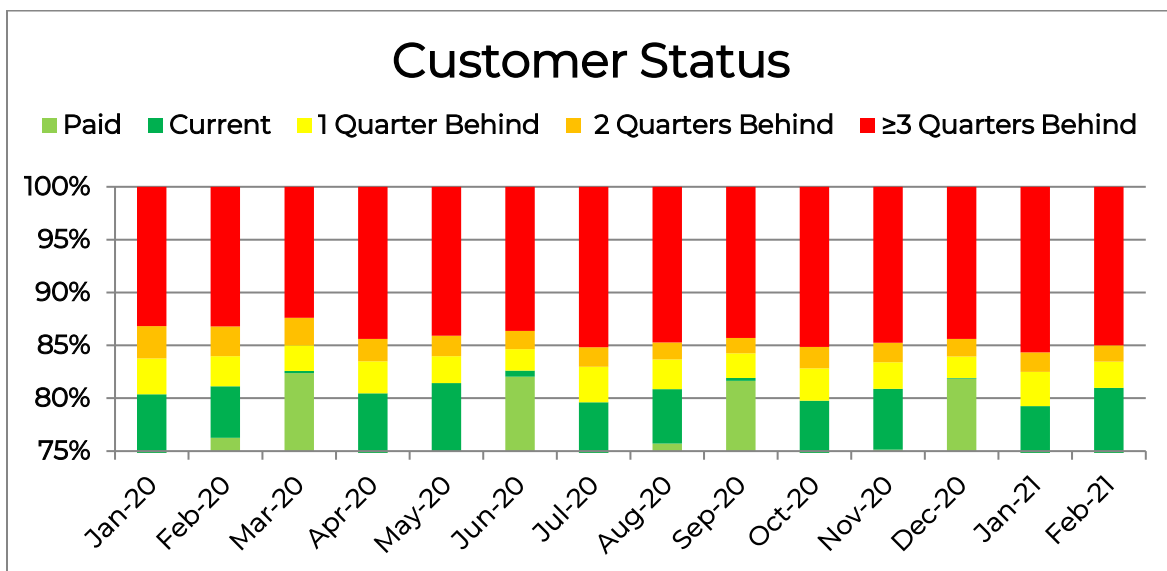
| | Feb-21 Actual | YTD Actual | FY 21 Budget | Favorable (Unfavorable) | Budget Expended | Feb-20 YTD |
|------------------------------------|---------------------|----------------------|----------------------|----------------------------|--------------------|----------------------|
| Revenues | | | | | | |
| Operating Revenues | | | | | | |
| Regional Sewer Service | \$1,386,956 | \$6,966,914 | \$ 17,670,500 | \$ (10,703,586) | 39.43% | \$7,060,447 |
| Standby Sewer Service | 8,701 | 41,044 | 90,000 | (48,956) | 45.60% | 43,789 |
| IQ Water Charges | 189,174 | 948,379 | 2,250,000 | (1,301,621) | 42.15% | 996,698 |
| Admin. and Engineering Fees | 5,323 | 20,233 | 73,000 | (52,767) | 27.72% | 36,545 |
| Other Revenue | 23,030 | 135,918 | 410,000 | (274,082) | 33.15% | 167,876 |
| Subtotal Operating Revenues | 1,613,184 | 8,112,488 | 20,493,500 | (12,381,012) | 39.59% | 8,305,355 |
| Capital Revenues | | | | | | |
| Assessments | 91,812 | 1,142,358 | 931,500 | 210,858 | 122.64% | 792,193 |
| Line Charges | 25,886 | 100,272 | 203,000 | (102,728) | 49.40% | 177,128 |
| Plant Charges | 89,884 | 359,169 | 932,000 | (572,831) | 38.54% | 180,254 |
| Capital Contributions | | | 800,000 | (800,000) | 0.00% | 108,123 |
| Subtotal Capital Revenues | 207,582 | 1,601,799 | 2,866,500 | (1,264,701) | 55.88% | 1,257,698 |
| Other Revenues | | | | | | |
| Grants | | | | | | |
| Interest Income | 34,390 | 603,521 | 648,000 | (44,479) | 93.14% | 779,846 |
| Subtotal Other Revenues | 34,390 | 603,521 | 648,000 | (44,479) | 93.14% | 779,846 |
| Total Revenues | \$ 1,855,156 | \$ 10,317,808 | \$ 24,008,000 | \$ (13,690,192) | 42.98% | \$ 10,342,899 |
| Expenses | | | | | | |
| Salaries and Wages | \$396,223 | \$2,125,971 | \$ 5,960,700 | \$ 3,834,729 | 35.67% | \$2,142,403 |
| Payroll Taxes | 28,601 | 150,066 | 428,900 | 278,834 | 34.99% | 160,650 |
| Retirement Contributions | 57,431 | 327,491 | 889,100 | 561,609 | 36.83% | 333,082 |
| Employee Health Insurance | 103,590 | 516,407 | 1,478,400 | 961,993 | 34.93% | 482,030 |
| Workers Compensation Insurance | | 28,252 | 86,800 | 58,548 | 32.55% | 46,864 |
| General Insurance | 1,495 | 217,263 | 386,895 | 169,632 | 56.16% | 214,393 |
| Supplies and Expenses | 53,040 | 336,171 | 1,128,000 | 791,829 | 29.80% | 452,991 |
| Utilities | 110,309 | 512,386 | 1,399,225 | 886,839 | 36.62% | 496,555 |
| Chemicals | 18,897 | 123,222 | 379,000 | 255,778 | 32.51% | 147,424 |
| Repairs and Maintenance | 83,225 | 706,082 | 1,948,070 | 1,241,988 | 36.25% | 784,258 |
| Outside Services | 92,004 | 635,949 | 1,884,750 | 1,248,801 | 33.74% | 725,999 |
| Contingency | | | 225,000 | 225,000 | 0.00% | |
| Subtotal Operating Expenses | 944,815 | 5,679,260 | 16,194,840 | 10,515,580 | 35.07% | 5,986,649 |
| Capital | | | | | | |
| Capital Improvements | 183,022 | 1,054,823 | 10,994,500 | 9,939,677 | 9.59% | 3,613,040 |
| Subtotal Capital | 183,022 | 1,054,823 | 10,994,500 | 9,939,677 | 9.59% | 3,613,040 |
| Total Expenses | \$ 1,127,837 | \$ 6,734,083 | \$ 27,189,340 | \$ 20,455,257 | 24.77% | \$ 9,599,689 |
| Excess Revenues | | | | | | |
| Over (Under) Expenses | \$ 727,319 | \$ 3,583,725 | \$ (3,181,340) | \$ 6,765,065 | | \$ 743,210 |

Pending/Threatened Litigation

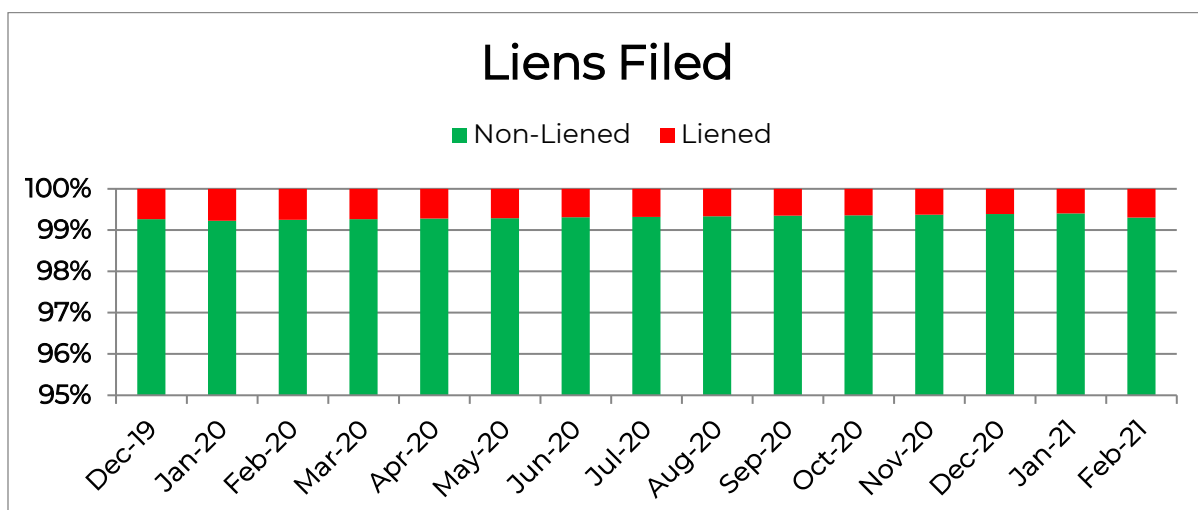
- Vehicle Accident – The District received a legal summons related to a vehicle accident involving a District vehicle. This claim is currently being handled through the District's General Liability Insurance provider, PRIA. PRIA has assigned the firm of Roberts, Reynolds, Bedard & Tuzzio, PLLC to represent the District.
- Beacon Lane – The District received a formal notice that a negligence claim is being made on behalf of a resident on Beacon Lane from injuries sustained as a result of septic and sewage over-flow at the property. We notified the District's legal counsel, the project engineers, the contractor, and the District's General Liability Insurance provider, PRIA.

Accounts Receivable

The chart below illustrates customers' receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 81% billing.



The District serves approximately 33,000 customers. Currently, the District has 229 liens filed which represent approximately 1% of our customers.





LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director/
Director of Engineering Services

DATE: March 8, 2021

SUBJECT: Engineering Services Report

Project highlight

Sunshine 811: This month you will note that the District had a 72,520 IQ water spill resulting from damage sustained to our IQ system by a directional drill contractor. The initial investigation showed locate marks in the vicinity of the directional drill work but also showed that the District failed to provide a positive response to the locate request within the required time. We were able to confirm that the locate marks were from a previous locate request and not the current one, which clearly showed a failure in our procedures for this locate.

Recent training was reviewed as well as discussions with staff on obligations/responsibilities of utilities under Florida Statute Chapter 556 Underground Facility Damage Prevention and Safety Act. We determined that the training did not adequately address the requirement to provide a Positive Response Code through the UtiliSphere system (web-based utility locate coordination system used by excavators and utilities) within 2 business days and our current scheduling procedures in UtiliSphere were not adequate to ensure compliance.

To correct this, we revised our daily scheduling procedures to prioritize locate requests based on due dates using tools available in UtiliSphere and a shared Locate Ticket calendar. We have trained all locate staff on the scheduling procedures and are routinely monitoring to ensure compliance. Additionally, we have emphasized the requirement to provide a Positive Response to

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

locate tickets prior to the deadline and are searching for additional training on locate tools and techniques as well as Florida Statute 556.

In-house Projects

Lift Station Rehabilitations General Construction Services: As we continue to refine our process, we have now identified approximately 20 stations requiring full inspections prior to proceeding with rehabilitation projects. Inspection, Collection and Construction staff are working closely together to schedule and plan the investigations and subsequent rehabilitation projects and are refining the System Shutdown and Bypass planning procedures across all departments.

187th Street Gravity Sewer System: Staff are coordinating with the contractor for bonds, insurance and executed contracts.

Neighborhood Sewering/Remnant Properties: Staff has designed, permitted and issued purchase orders under our Low Pressure General Construction Services Contract to provide sewer service to 18870/18890 SE Country Club Drive, Thelma Avenue, 18205 Gardiner Lane and 197th Place North. Installation of these systems excluding Thelma Avenue are complete and staff are working on record drawings and FDEP/PBCHD certifications.

Fiscal Year 2021 Main and Lateral Lining Projects: Staff plan to begin vetting piggyback options for the lining program in December with the intent that we structure a three-step process for lining. The initial phase will include TV Inspection/Evaluation followed by Cleanout Installation and Point Repairs then Main and Lateral Lining. The set up for this structure will entail significantly more time and work initially but will streamline the overall lining program resulting in increased system evaluation and production over the next two years.

CONSTRUCTION

Construction is still working diligently to organize, plan and schedule the backlog of work within the department. They have performed an exhaustive review of assigned work orders and are currently working through these based on priorities and assignments.

Beginning this month staff will be participating in weekly progress meetings and begin developing dashboard metrics in InforEAM with assistance from IT and Collections.

COLLECTIONS AND REUSE

As noted in the Unauthorized Discharges we had 8 instances over the month of February. This is partially driven by improvements and expansion of the preventative maintenance program related to air release valves; however, we had two unauthorized discharges that clearly showed us opportunities for improvement. One is described in detail under Project Highlights, the second, the 3,800 gallon unauthorized discharge in the New Haven area was a result of

delays affecting a follow up investigation to a previous overflow last year. These delays were unavoidable due to staffing and contract availability; however, internal procedures for routine system checks in problem areas could have identified this issue prior to it becoming an overflow.

In addition to corrective action to prevent a repeat of the New Haven unauthorized discharge Collection's is actively working on many other process improvements as described below.

Work priority is a key detail to add value for improved planning and scheduling of work orders. EAM priorities were broadened from 4 to 7 categories allowing for a differentiation between "break-in" work, pre-planned corrective work, and preventative maintenance. This allows the work order creator to communicate the timely necessity of the work to be performed without causing unnecessary time constraints or costs and allows the work order coordinator to focus on the top priorities.

Past lift station data showed a need to improve wet well cleaning to reduce "break-in" type work created during other lift station PMs and red-light conditions. The top 10% of problem wells were put on varying schedules of cleaning to improve overall station reliability. This data will be further analyzed in coming months to see if additional wells should be added or if frequencies can be modified

Additional data and conversations with our submersible pump manufacturer indicated a need to begin restructuring lift station pump preventive maintenance from time-based (i.e. annual, monthly) to a condition-based system (i.e. hours in service, reduced motor resistance) and/or a combination of both. Engagement with employees began in February to focus on the specific functions of work orders and the value add of each step, the gathered information, and how to take that information and build Key Performance Indicators for the future that will result in improved station reliability.

UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 8 unauthorized discharges in the collection/transmission/distribution system in January.

A 900 gallon unauthorized discharge of sewage occurred on Loxahatchee River Road when a contractor ran over a low pressure service box at the right of way line. The unauthorized discharge entered the Northwest Fork of the Loxahatchee River via a small drainage ditch. LRD crews isolated the leak and made repairs. The Wild Pine Lab performed sampling in the river until cleared by FDEP.

A 750 gallon unauthorized discharge of sewage occurred due to a broken force main pipe (a circumferential crack resulting from settlement around a large drainpipe) at W. Sandpiper Circle in Ocean Walk area of Jupiter, FL. The unauthorized discharge was stopped by isolating the upstream lift station until

repairs could be made. The unauthorized discharge entered a nearby storm drain. LRD staff used a vacuum truck to back pump 2,000 gallons from the storm drain and storm drain collection pond. The area impacted by the spill was disinfected with lime.

A 1 gallon unauthorized discharge of reclaimed water (aka irrigation quality water) occurred from an air release valve (ARV) due to a failed valve seat. The unauthorized discharge was stopped by isolating the system until repairs could be made. The unauthorized discharge entered the C-18 canal west of Central Blvd in Jupiter. There was no recovery of the spill and sampling was not required by FDEP.

A 3,800 unauthorized discharge of sewage occurred from several manholes due to a blocked gravity main in the Abacoa development of New Haven South in Jupiter, FL. The unauthorized discharge entered nearby storm drains. The area was flushed with potable water and disinfected with lime. An estimated 50,000 gallons of water was back pumped out of the storm water system into sewer system. The Wild Pine Lab performed sampling in the storm system until cleared by FDEP.

A 5 gallon unauthorized discharge of sewage occurred from a low pressure service at a private residence on SE Federal Hwy in Tequesta FL. The unauthorized discharge was caused when a remodeling contractor damaged the low pressure service. Staff isolated the service and the contractor has since processed a cut and cap to be reconnected when construction is complete.

A 72,520 unauthorized discharge of reclaimed water (aka irrigation quality water) occurred when a contractor's 4 inch directional bore installation damaged a 16 inch PVC reclaimed water main. The unauthorized discharge entered adjacent storm drains and ultimately flowed into the canal running parallel to the Florida East Coast Railway which ultimately discharges into the Intracoastal Waterway. LRD crews isolated the leak by isolating the section of damaged main and repairs were performed by the District's general construction services contract under the emergency clause. See Project Highlights for further details.

A 1 gallon unauthorized discharge of sewage occurred from an air release valve on Central Blvd south of Indian Creek Dr. due to a failed valve seat. The unauthorized discharge was stopped by isolating the system until repairs could be made. The unauthorized discharge was confined to the air release valve manhole and absorbed into the soil.

A 1 gallon unauthorized discharge of sewage occurred from an air release valve just south of Barrow Island Road in Jupiter due to a failed valve seat. The unauthorized discharge was stopped by isolating the system until repairs could be made. The unauthorized discharge was confined within the valve manhole and absorbed into the soil.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

Gordon M. Boggie
CHAIRMAN

Stephen B. Rockoff
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

James D. Snyder
BOARD MEMBER

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: March 11, 2021
SUBJECT: Operations Department - Monthly Report for February 2021

Treatment Plant Division/ Maintenance Department

Overall, the month of February was productive with all monthly reports prepared and submitted on time. There were no permit exceedances or safety incidents during the month. The treatment plant operated efficiently and met all treatment objectives. Plant flows during the month of February were within the same order of magnitude as the flows recorded during the month of January. The Average Daily Flow (ADF) during February was 7.36 million gallons per day (MGD) vs. 7.36 MGD in January. The Maximum Daily Flow (MDF) during February was 7.84 MGD vs. 7.77 MGD in January. The Peak Hour Flow (PHF) during February was 8,250 gallons per minute (gpm) vs. 6,715 gpm in January. The total rainfall during the month of February was 0.71 inches which was a slight increase when compared to the month of January when we received a total rainfall of 0.31 inches.

The plant experienced one (1) unauthorized discharge of high level disinfected reclaimed water during the month of February. The discharge, which totaled 30-gallons, occurred when a buried 2-inch plant service water was broken by a backhoe during the excavation activities for an asphalt driveway restoration project. The root cause of the break was determined to be the result of an incomplete utility locate in the area. The service line was quickly isolated, and a repair made shortly thereafter. The area was disinfected with lime and the leak was reported to the appropriate regulatory agencies.

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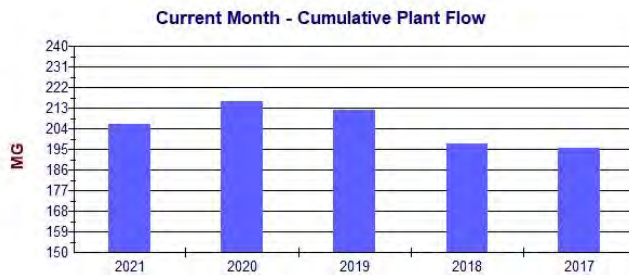
TEL: (561) 747-5700

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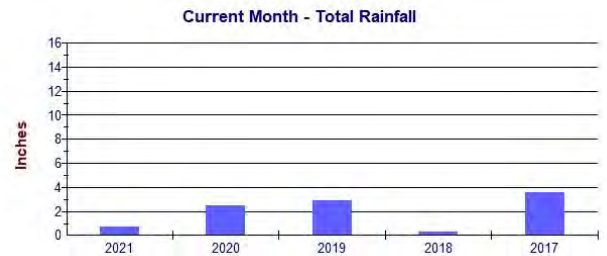
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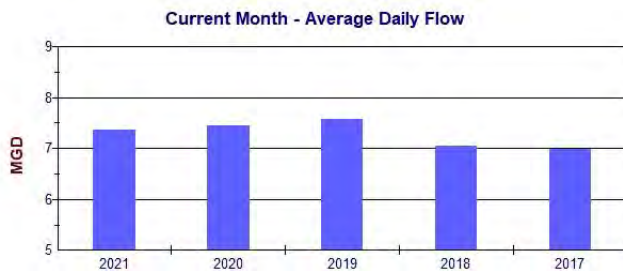
GRAPHICAL SUMMARIES OF PLANT FLOWS AND RAINFALL DATA



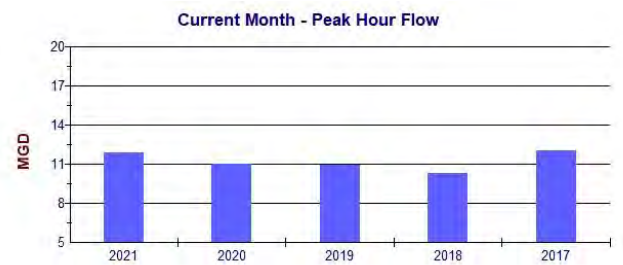
The Cumulative Influent Flow to the plant for the month of February was 206.04 million



0.71 inches of total rainfall was recorded at the plant site during the month of February.



The Average Daily Flow (ADF) for the month of February was recorded at 7.36 MGD compared to 7.45 MGD one year ago, for the same month.

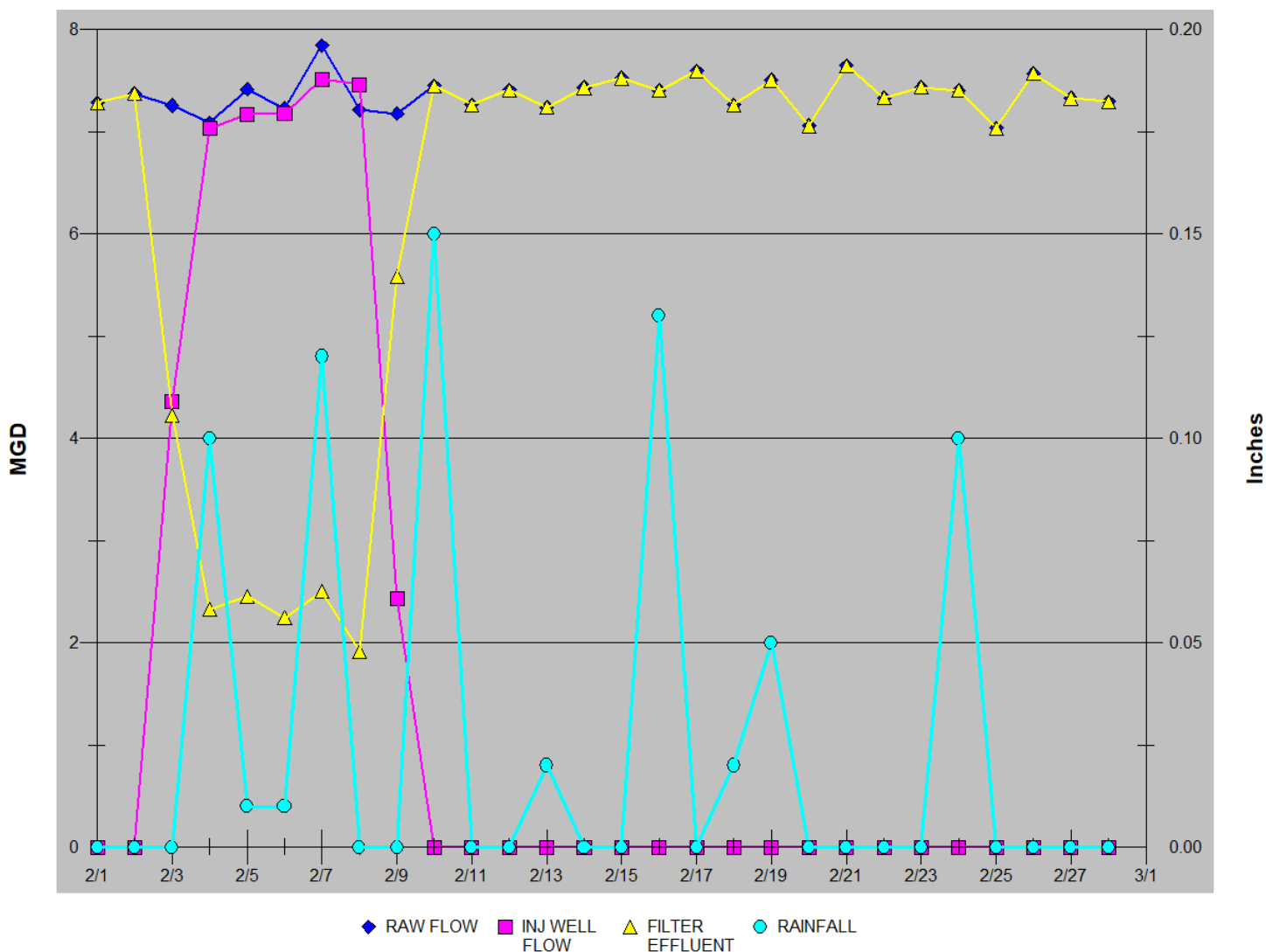


The Peak Hour Flow (PHF) for February was 8,250 GPM which equates to an equivalent daily rate of 11.88 MGD.



The Maximum Daily Flow (MDF) in February was 7.84 MGD.

For the month of February, the cumulative influent flow to the plant was 206.04 MG of which 176.08 MG was sent to the IQ storage system where it was distributed, as needed, to the various golf courses and the Abacoa development sites. A total of 0.71 inches of rainfall was recorded at the site during the month and 43.15 million gallons of blended effluent was diverted to the Deep Injection Well. Overall, 85.46% of the plant influent flows were treated and available for reuse as IQ water. The plant delivered a total of approximately 197.23 million gallons of IQ water to the reuse customers during the month of February.

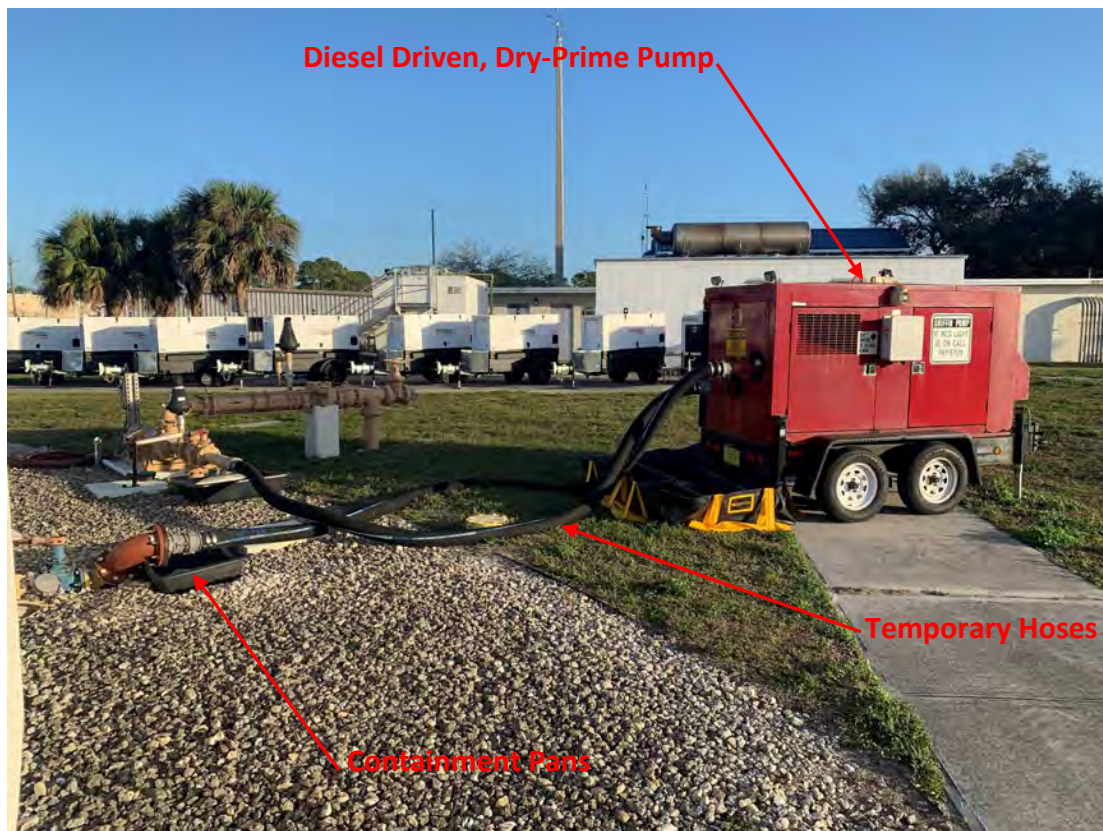


Year to date (i.e., Calendar Year 2021), approximately 86.81% of all influent flow to the plant was treated and available for reuse as IQ water. The total volume of IQ water distributed to reuse customers for the year stands at 390.73 million gallons.

All monthly reporting was submitted on time.

Treatment Plant:

During the month of February, Operations Staff continued to work diligently to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also completed and/or supervised Contractor work for special projects during the month including removing Clarifier No. 1 from service to facilitate the completion of structural repairs by an outside contractor to address intermittent leakage at a construction joint. Concurrently, Operations had to bring Clarifier No. 2 back online. Significant thought and care need to be given during the changeover of secondary clarifier units to mitigate the potential for process upset and unauthorized discharges. To this end, Operations first filled Clarifier No. 2 with reclaimed water prior to diverting process flow to the clarifier. Filling the clarifier with water ensures that the introduction of process flows does not create hydraulic imbalances which would be detrimental to the quality of secondary effluent conveyed to the tertiary filter units. When emptying a secondary clarifier unit, significant volumes of water need to be removed using temporary pumps, piping and fittings. Failure to properly plan this work creates a higher potential for an unauthorized discharge. Operations Staff used a temporary, dry-prime diesel engine driven pump and heavy duty, temporary hoses. Containment pans were placed beneath all connections to eliminate the potential for any drip leaks to contact the ground. The pump conveyed the water to a plant lift station where it was pumped back to the plant process for treatment. Overall, the process worked well, and Clarifier No. 1 was emptied two days ahead of schedule and there was no need to utilize the vac-con unit to remove settled solids from the base of the unit.



Clarifier No. 1 Emptying Process - Temporary Pumps and Hoses



Clarifier No. 1 – Interior View

To ensure that we have the most accurate data possible and remain in full compliance with our Florida Department of Environmental Protection (FDEP) WWTP operating UIC permit requirements, service representatives from the Hach Company were onsite during the month of February to calibrate numerous critical plant process control instruments. As part of the calibration work a total of seven (7) process control instruments were calibrated and certified for performance by Hach.

|  | | |
|--|--|--|
| <h2 style="margin: 0; color: #0070C0; font-family: serif;">Certificate of Instrument Performance</h2> | | |
| <p>Company Name: LUXAHATCHEE RIVER Account Number: 009260 Contract Number: Certification Number: WO-0108932</p> | | |
| <p align="center">Pan Number: LPV44009000210, ex KIT, TL300 LAB TURBIDIMETER, FDA, NA Serial Number: 201610C00A0DUPO</p> | | |
| <p align="center">Audit Tag :</p> | | |
| RECEIVED CONDITION: <small>(If different from Check)</small> | <input checked="" type="checkbox"/> Pre-Servicing Check Out Tests, NOT performed <input type="checkbox"/> Within Tolerance <input type="checkbox"/> Within Tolerance but Limited (*see servicing notes) <input type="checkbox"/> Out of Tolerance (*see servicing notes) | |
| | <input checked="" type="checkbox"/> Withine Tolerance <input type="checkbox"/> Within Tolerance but Limited (*see servicing notes) <input type="checkbox"/> Out of Tolerance (*see servicing notes). | |
| | | |
| | | |
| RETURNED CONDITION: <small>(If different than Check)</small> | <input checked="" type="checkbox"/> Withine Tolerance <input type="checkbox"/> Within Tolerance but Limited (*see servicing notes) <input type="checkbox"/> Out of Tolerance (*see servicing notes). | |
| | | |
| | | |
| | | |
| Chemical Standards Load (Std.) <small>StatCal(285099JITTY+G)+T2030YR1 Lab A/L17 Exp 5.21, 2960U1L Lab A/U18 Exp 5.21, 200 S660S1 C-L17/T22 Exp 5.21, 1100 S660S1 Lab A/L16 Exp 9.21, 4800 J24DZ1 Lab A/L16 Exp 9.21, 7200 S660S1 Lab A/L16 Exp 9.21, 4800 J24DZ1 Lab A/L16 Std.(#) PPTP (4 YNMM) Stand. Lab A/L16 Exp 4.21.</small> <small>TML Cal Checked 310 VTTT 110M (0007042) 4-17-17 Exp 1-21</small> | Test Equipment Load (STD) <small>Ezoxo Ezoxj (Standardly ply ACSO) Inv. IZ29x lab HIZYN1L Exp. 1-23</small> <small>Fisks-TFT DMDI4Lab Exp. 2-22</small> | |
| | | |
| Environmental Conditions | | |
| Temperature : 25 °C | Humidity : 61 % | |
| <i>Hach Company hereby certifies that the above listed equipment meets or exceeds all Manufacturer's Service Agreement test methods conditions apply. Test equipment and chemicals used for performance certification are calibrated every specified reasonable to the National Institute of Standards and Technology (NIST), Where such standards do not exist the basis for calibration is documented. The proper operation of the above instrument was established at the time of certificate issuance. To insure continued performance, user must adhere to all requirements listed in the instruction manual.</i> | | |
| <p>Certified by: <u>Damon Rawten</u> Certification Date: 2/24/2021</p> <p>Signature: _____ Title: Authorized Service Representative</p> | | |

Hach Instrument Calibration Certificate Example

Maintenance Department:

The Maintenance Department continued to efficiently perform planned maintenance (PM) tasks over the last monthly period. In addition to the completion of standard PM tasks the Maintenance Department addressed non-routine maintenance items as well as “special projects”. A few examples of these types of projects are presented below.

During the replacement of the variable frequency drives (VFDs) dedicated to the plant process water pumps it was determined that one of the two pumping units was operating erratically. The Maintenance Team has worked closely with Operations to troubleshoot the performance issues. As part of these efforts, Process Water Pump No. 1 was changed-out with a spare pumping unit maintained onsite.



Replacement of Process Water Pump No. 1

Maintenance Staff also completed in-house repairs to address multiple point failures in the auger housing of the grit classifier unit located at the headworks structure. These failures resulted in the development of drip leaks within the classifier room. Fortunately, the floor of the room is designed to contain minor leaks and divert any captured liquids to the plant lift station located adjacent to the headworks structure. As such, the leaks did not result in an unauthorized discharge. Grit classification and dewatering is one of the most physically demanding processes in service at wastewater treatment facilities. Staff is in the process of preparing bid documents for the replacement of the classifier unit. Fortunately, the Maintenance Team has a diverse skill set and is equipped with the right tools for the job and were able to complete the necessary repairs quickly and efficiently.



Grit Classifier Housing Failures



Grit Classifier Housing Point Repairs



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: March 11, 2021
SUBJECT: Information Services Monthly Governing Board

Stephen B. Rockoff
BOARD MEMBER

Update for February 2021

Dr. Matt H. Rostock
BOARD MEMBER

WildPine Ecological Laboratory

James D. Snyder
BOARD MEMBER

DEP Innovative Technologies Water Quality Improvement Project

In support of the forthcoming grant funded Nano Bubble Ozone Technology (NBOT) water quality improvement project in Jones Creek, staff have been busy preparing contract documents with DEP, preparing and submitting permit applications to FDEP and USACE, and coordinating deployment locations with Residents. In addition, lab staff have begun working on the Quality Assurance Project Plan, the Field Standard Operating Procedure Manual, and making preparations in-house and with our contract lab for the roughly 2,900 water and sediment results we will obtain during this study. We had ambitiously hoped to have the contracts ready for Board consideration this month; however, that has not happened due to the DEP contracting process. We now hope to have these contracts for Board review next month.

Riverkeeper Project

In February, lab staff and our partners collected water quality samples from 23 monitoring stations throughout the watershed. The overall water quality score for February 2021 was good at 84%, same as last month, and slightly lower than last year's February 2020 at 89% (score card on next page). We collected a total of 64 bacteria samples in support of several projects, including the weekly bacteria

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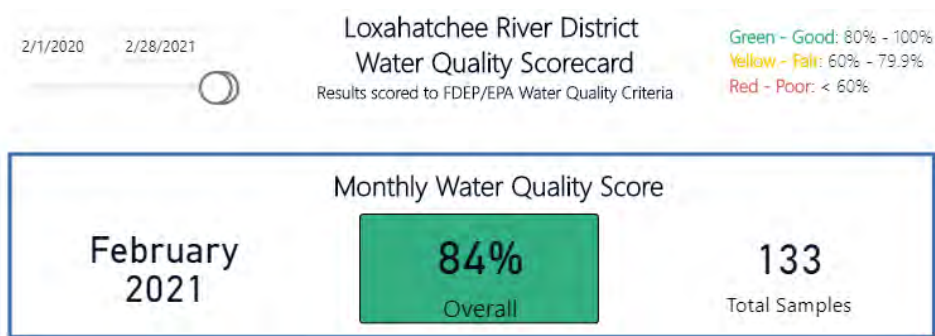
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monitoring program and our partnership project with Town of Jupiter working in Jones and Sims Creeks.

Both Nitrogen and Phosphorus scores were good in February, and similar to historical results, Chlorophyll scored yellow/fair. For the combined fecal indicator bacteria (fecal coliforms in all waters, enterococci in marine and brackish waters and E. coli in fresh waters), February scores were good when compared to DEP's Surface Water Quality Standards, and similar to historical values.



TN: Total Nitrogen. TP: Total Phosphorus. CLA: Chlorophyll a. BAC: Enterococci and E. coli bacteria

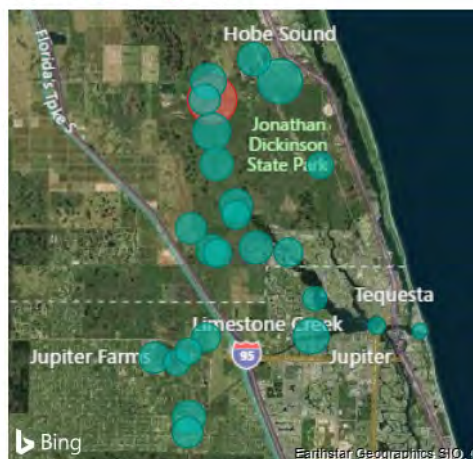
| Year | Month | # Samples | Overall Score | # TN Samples | Total Nitrogen Percent Good | # TP Samples | Total Phosphorus Percent Good | # CLA Samples | Chlorophyll Percent Good | # BAC Samples | Bacteria Percent Good |
|-------|-----------|-----------|---------------|--------------|-----------------------------|--------------|-------------------------------|---------------|--------------------------|---------------|-----------------------|
| 2021 | February | 133 | 84% | 23 | 91% | 23 | 96% | 23 | 65% | 64 | 84% |
| 2021 | January | 147 | 54% | 27 | 83% | 27 | 85% | 27 | 78% | 66 | 83% |
| 2020 | December | 128 | 87% | 17 | 100% | 17 | 100% | 17 | 100% | 77 | 78% |
| 2020 | November | 157 | 80% | 27 | 83% | 27 | 78% | 27 | 96% | 76 | 70% |
| 2020 | October | 149 | 66% | 28 | 88% | 28 | 46% | 28 | 46% | 65 | 74% |
| 2020 | September | 134 | 77% | 17 | 100% | 17 | 88% | 17 | 59% | 83 | 73% |
| 2020 | August | 147 | 80% | 27 | 96% | 27 | 85% | 27 | 70% | 66 | 76% |
| 2020 | July | 152 | 70% | 28 | 82% | 28 | 57% | 28 | 46% | 68 | 81% |
| 2020 | June | 122 | 71% | 16 | 88% | 16 | 69% | 16 | 63% | 74 | 70% |
| 2020 | May | 136 | 72% | 22 | 95% | 22 | 86% | 22 | 55% | 70 | 66% |
| 2020 | April | 150 | 82% | 25 | 100% | 25 | 80% | 25 | 48% | 75 | 88% |
| 2020 | March | 109 | 87% | 15 | 100% | 15 | 100% | 15 | 60% | 64 | 88% |
| 2020 | February | 148 | 89% | 25 | 96% | 25 | 100% | 25 | 68% | 73 | 89% |
| Total | | 1812 | 79% | 297 | 94% | 297 | 81% | 297 | 65% | 921 | 78% |

Loxahatchee River Water Quality Scorecard for Overall, Total Nitrogen (TN), Phosphorus (TP), Chlorophyll a (CLA) and E. coli and enterococci bacteria (BAC) parameters.

Total Nitrogen (mg/L)

TN_Score ● GOOD ● POOR

February 2020

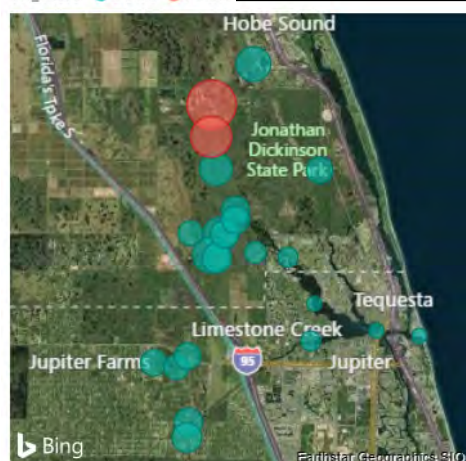


Total Nitrogen was generally good in February. TN went from a score of 96% (24 good out of 25) in 2020 to 91% (21 good out of 23) in 2021. Two stations (111

Total Nitrogen (mg/L)

TN_Score ● GOOD ● POOR

February 2021

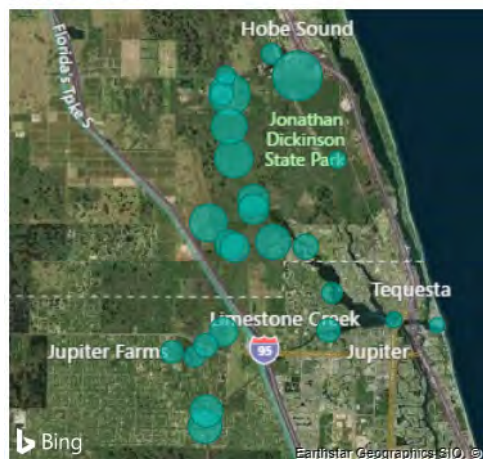


and 108) in the Kitching Creek basin scored poor when compared to the NNC of 1.54 mg/L for freshwater at 2.3 and 1.8 mg/L TN respectively. The TN concentration at Station 111 was also high at this time last year. These stations in Kitching Creek flow into the Northwest Fork where the TN diluted to 1.0 mg/L in the river.

Total Phosphorus (mg/L)

TP_Score ● GOOD

February 2020

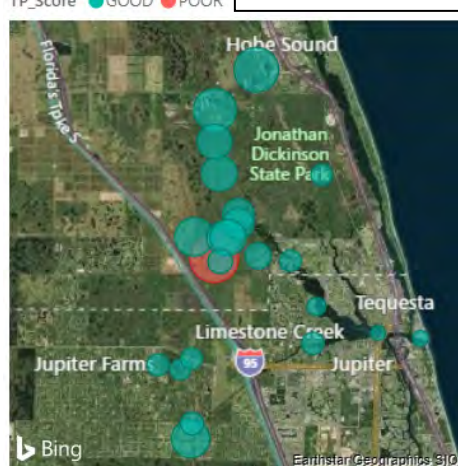


Total Phosphorus (TP) scores were also generally good in February. TP went from a score of 100% (25 good) in 2020 to 96% (22 good out of 23) in 2021 and

Total Phosphorus (mg/L)

TP_Score ● GOOD ● POOR

February 2021

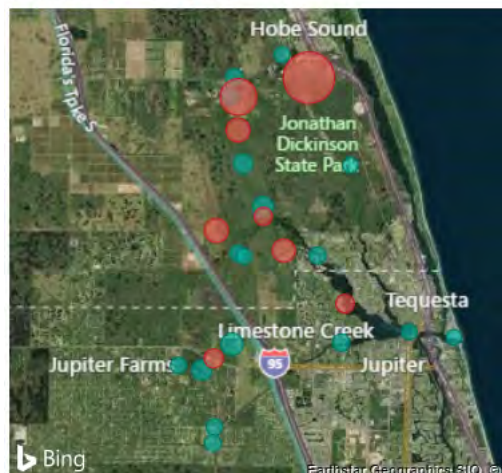


improved over last month (January 2021) when 85% scoring good. Station 100, which is the mouth of Cypress Creek, had the only poor result this month at 0.13, just over the NNC of 0.12 mg/L for freshwater.

Chlorophyll a (ug/L)

CHL_Score ● GOOD ● POOR

February 2020

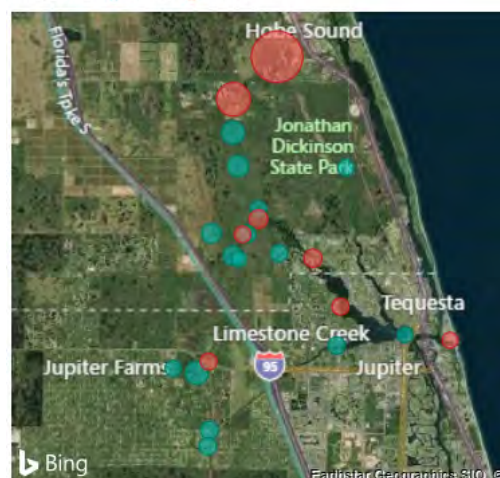


Chlorophyll (CLA) scores are historically moderate in February and continued the trend this year, but with some very high

Chlorophyll a (ug/L)

CHL_Score ● GOOD ● POOR

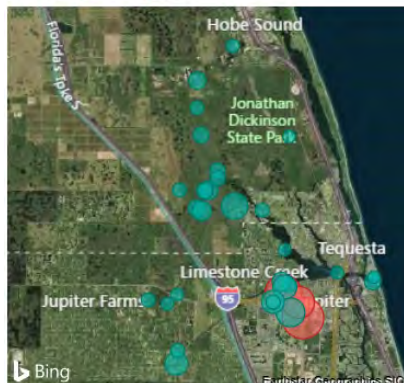
February 2021



concentrations. The overall CHL went from a score of 68% (17 good out of 25) in 2020 to 65% (15 good out of 23) in 2021. The score degraded a bit from January which had 21 good out of 27 (78%). The highest CLA values were found just north of Jonathan Dickinson State Park. Station 59 at Bridge Road, which flows into the North Fork, had 82 ug/L CLA, which is four times higher than the NNC of 20 ug/L for freshwater. Station 111 in Kitching Creek had the next highest CLA at 42 ug/L. Station 56 (Papaya Village Outfall that flows into the North Fork), a site with historically poor water quality, was not sampled this month because it was dry.

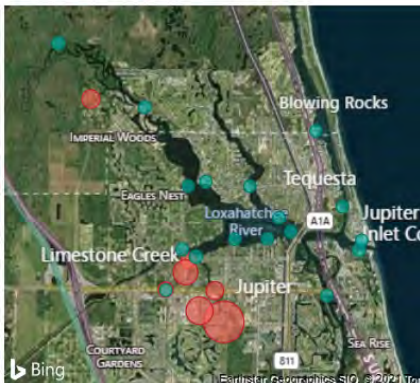
Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● GOOD ● POOR



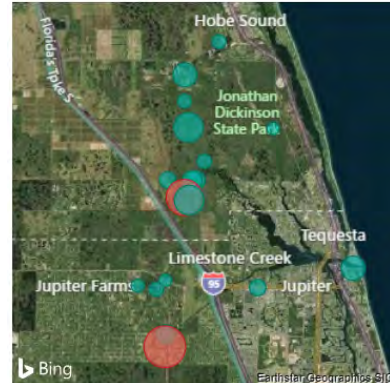
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● GOOD ● POOR



E. coli Bacteria - Criteria: 410 MPN/100mL

ECOL_Score ● GOOD ● POOR



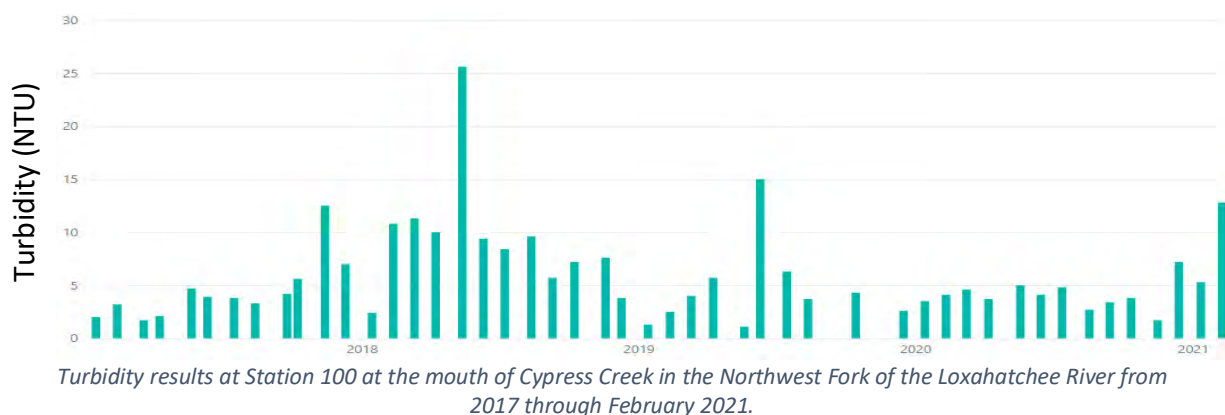
February 2021 fecal coliform bacteria in all waters, enterococci in marine and brackish waters and E. coli in fresh waters, results had 65 out of 73 (84%) samples score good when compared to DEP's Surface Water Quality Standards, an improvement over last month with 63% good, and similar to last year (February 2020) with 89% good. Like previous months, many of the poor scoring stations were concentrated in Jones and Sims Creeks. The footbridge at Jones Creek (TPJ) had the highest fecal coliform and enterococci results with 1,376 and 2,489 MPN/100 mLs respectively. It is

Information Services Page 4

interesting to note is that the freshwater Station 100 in Cypress Creek also scored poor for E. coli with 428 MPN/100 mLs which coincided with the high turbidity at that site this month (discussed next).

Riverkeeper Station 100 at Cypress Creek

Staff again observed a visible turbidity plume at the mouth of Cypress Creek into the Northwest Fork during the February Riverkeeper sampling event that measured 13 NTU – which is high but does not exceed the State’s water quality standard. We have observed and documented high turbidity in Cypress Creek sporadically since late 2017 as can be seen in the chart below.



In response to the historical poor water quality events in Cypress Creek, Martin County and their consultant, are presently conducting a Cypress Creek Water Quality Monitoring Project. As of October 2020, they are collecting flow-weighted water quality data in freshwater discharges at 3 locations just north of the Cypress Creek Natural Area. This will provide land and water managers with qualitative and quantitative data on the quantity and the quality of the water flowing into Cypress Creek from multiple canal systems. An automatic flowmeter (pictured) and nutrient composite sampler were installed at our RiverKeeper Station 105 Cypress Canal site. We are looking forward to the results of this interesting study.

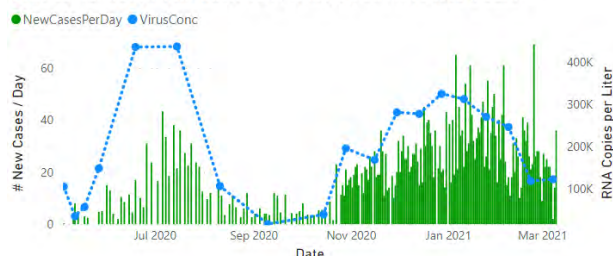


Wastewater Surveillance of COVID-19

The wastewater surveillance work testing for SARS/Covid-19 in our wastewater is showing some encouraging trends. Our February 22 sample indicated a much lower virus concentration (50% decrease from February 8), and correlated very well in the drop of clinical cases over the subsequent two weeks as illustrated in the 7-day rolling average of clinical cases reported for the zip codes in our area (figure lower right). There was an odd record setting peak of 69 clinical case counts reported on February 24.

The wastewater sample from Monday, March 8 indicated a virus concentration nearly identical to our sample two weeks ago suggesting another couple of weeks of 15-20 new clinical cases per day in our area.

Virus Concentration from Wastewater with New Clinical Cases (FDOH)

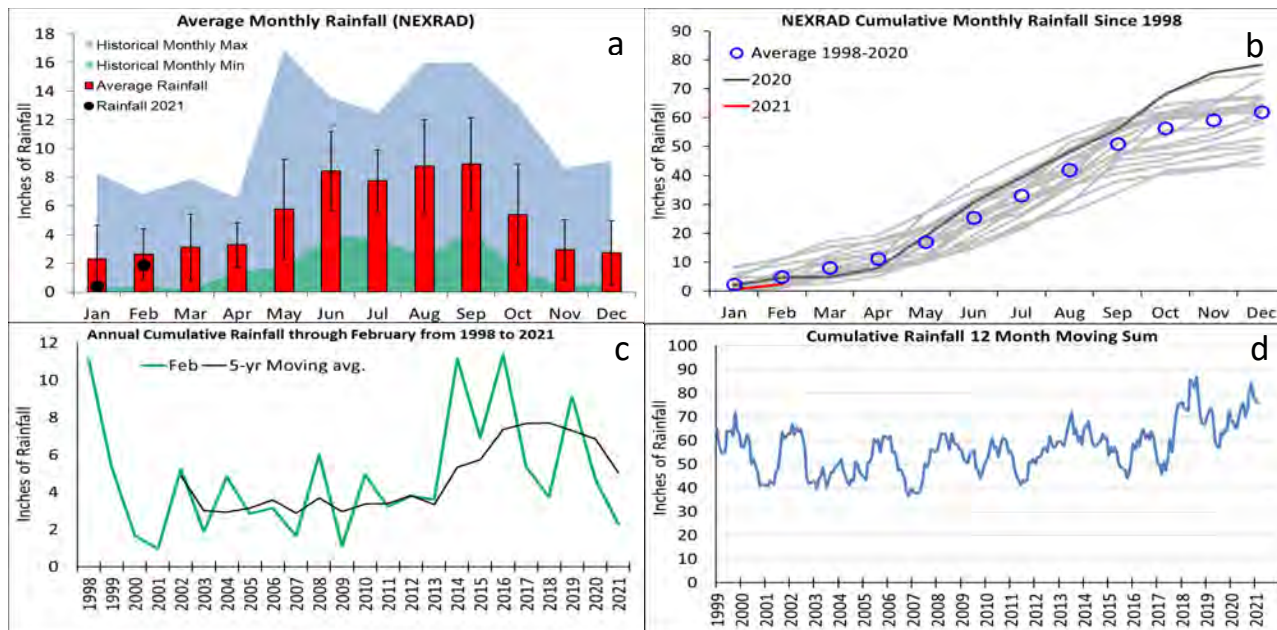


Virus Conc (log) with 7-day Rolling Average of Clinical Cases



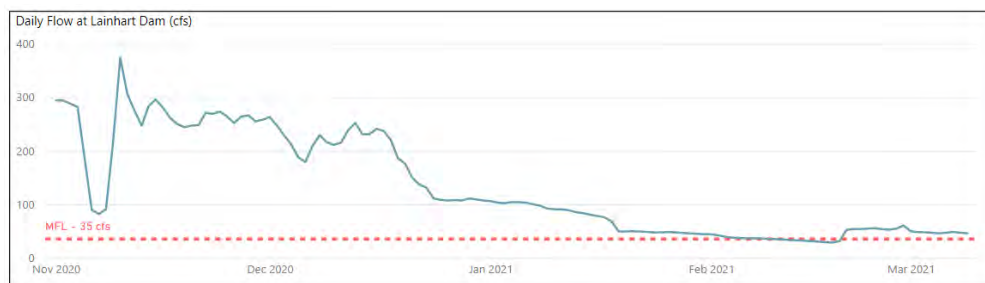
Hydrologic Monitoring

We are clearly in the midst of the “dry season” with a monthly rainfall total of only 1.9” averaged across the watershed. This was 27% below the monthly historical average of 2.6” (Graph ‘a’ in figure below). The highest single-day rainfall totals were shared between three days in February and generally did not exceed 0.3” over the watershed. With two consecutive months of below average rainfall, our cumulative rainfall for the year through February is substantially below the 4.9” average at only 2.3” (Graphs ‘b’ & ‘c’ in figure below).



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1998 to 2020 (red bars; error bars indicate ± 1 sd). Black dots indicate monthly rainfall for 2021. The blue and green shaded areas show the historic maximum and minimum monthly rainfall for each month. Panel (b) shows monthly cumulative rainfall for each year since 1998. Red line indicates rainfall during 2021; dark gray line indicates rainfall during 2020. Blue circles are monthly cumulative average rainfall measured between 1998-2020. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through February for each year since 1998. Black line is the 5-year moving average of cumulative rainfall through February across all years. Panel (d) shows cumulative 12-month moving total of monthly rainfall.

The low rainfall has led to a decline in river flows. Flow measured at Lainhart Dam during February ranged from 29 cfs to 60 cfs with ten consecutive days (from 2/11 – 2/19) of flow below MFL target of 35 cfs. After the ten days of low flow, flows returned to just over 50 cfs where it remained for the rest of the month (figure below). Despite the 10 consecutive days of low flows, average monthly salinity measured at River Mile 9.1 was only 0.7 ppt with a peak daily salinity of 1.7 ppt which occurred on February 3rd, thereby avoiding any salinity MFL violations for the month. In February, water managers provided an average of 17cfs/day of supplemental flows throught the G-161 waster control structures for 11 days.

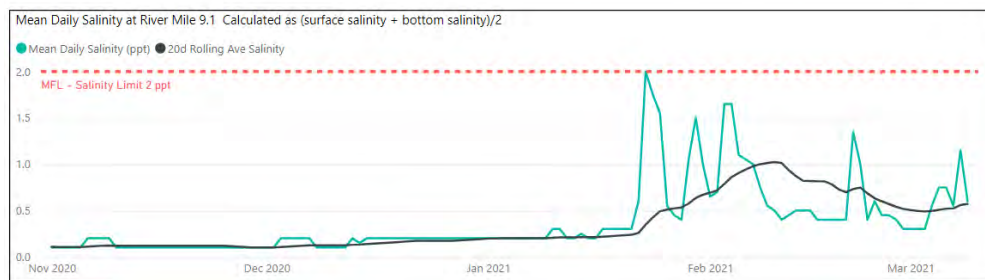


Days of Flow Less Than MFL
for Selected Dates

10

Average flow (cfs) for
Selected Dates

132.2



Days of Salinity MFL Violation

0

Average Salinity (ppt) for
Selected Dates

0.38

River flows measured at Lainhart Dam (top pane) and salinity measured at river mile 9.1, both in support of monitoring Minimum Flow and Level compliance for the Loxahatchee River.

Oyster Spawning and Settlement Monitoring

Oyster settlement monitoring for 25-day period ending March 5 continues to show minimal spawning activity in both forks of the river. Next month we anticipate seeing substantial increases in spat settlement density in both river forks.

Volunteer Water Quality Monitoring Program



The Volunteer Water Quality grade for February was once again an "A". The conditions in February mirrored those in January. At Station 30, the pH was still above the optimal range for most of the month due to the increasingly dry conditions, but then drifted down into the normal range at the end of the month. The prolonged "Fair" pH grade at that station kept the overall pH grade at "Fair".

| February-21 | Averaged results for the Month | | | | | | | | Monthly Cumulative Scores | | | | | | | Cumul. Monthly |
|-------------|--------------------------------|--------|----------|-----|-----|------|-------|-----|---------------------------|----|----|-----|-------|-------|-------|----------------|
| Site | Temp (F) | Secchi | Salinity | pH | DO | DO% | Color | Vis | Salt | pH | DO | DO% | Color | Score | Grade | |
| LR10V | 22.9 | 3.3 | 35.0 | 8.2 | 6.8 | 96.5 | 1.0 | B | A | A | A | A | A | 97.9 | A | |
| LR22V | 21.1 | VAB | 38.5 | 8.1 | 6.6 | 92.1 | 1.0 | VAB | A | A | A | A | A | 100.0 | A | |
| LR30V | 22.9 | 1.4 | 34.3 | 8.5 | 5.5 | 77.2 | 1.0 | B | A | D | A | A | A | 90.9 | A | |
| Average | 22.3 | | | | | | | | | | | | | 96.2 | A | |

VAB (Visible at Bottom)
DO (Dissolved Oxygen)
ND (No Data)

Summary of results from the Volunteer Water Quality Monitoring Program.

Customer Service

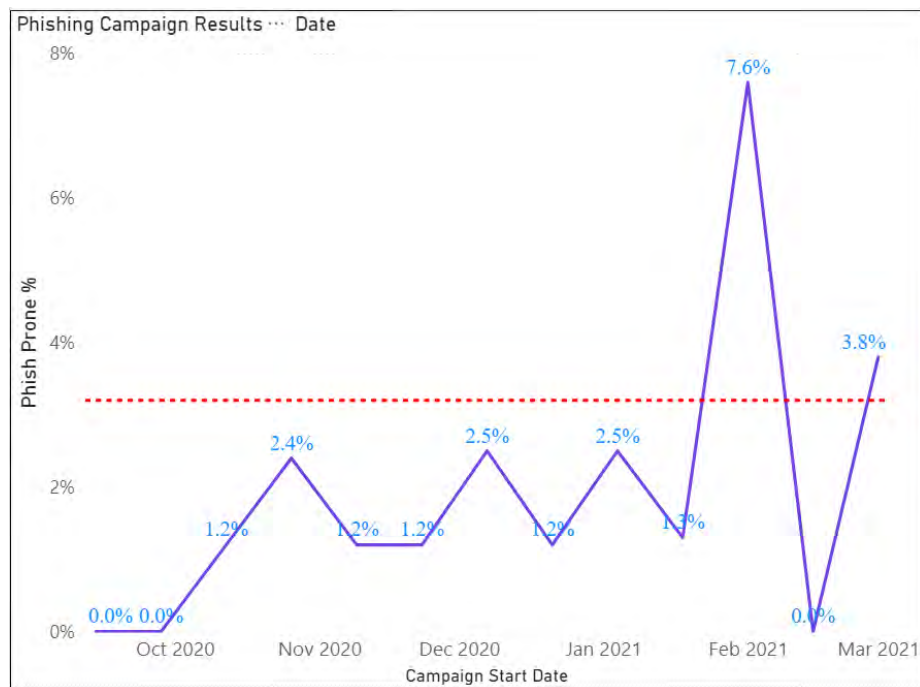
Payment Processing

The delayed first quarter billing, due to staff shortages related to Covid quarantines, substantially increased the workload for the Customer Service Staff in February. Work that is typically done over nearly two months was compacted into just over one month. As such, they processed nearly 40% more payments than usual for the second month of the quarter, with over 24,700 payments totaling over \$3.4M. They also set a new monthly phone call record with over 1,800 customer calls. Kudos to the Customer Service Team for staying positive and working through this very busy month.

Information Technology (IT)

Simulated Phishing Campaign

The District continues to test user's ability to detect phishing emails, arguably our greatest security vulnerability, by sending simulated phishing emails through the KnowBe4 platform. While we have been generally successful in our detection, but by tracking our analytics we observed an uptick in activity which exceeded the industry average for phish prone percentage (3.2% for Energy & Utilities with fewer than 250 users).



What is Phish Prone Percentage?

The likelihood of the user falling victim to a phishing attack—based on Phishing Security Test results.

KnowBe4's phishing benchmarking data is drawn from customers who have trained their users with KnowBe4's security awareness training and simulated phishing for the indicated Program Maturity durations (90 days and 12 months).

The IT Staff have developed a plan to improve systems and provide relevant training to users.

System Improvement

To support the District's commitment to best practices for security, we will be implementing KnowBe4's Phish Alert Button for all users. This tool integrates with Microsoft Outlook so that users can report suspicious emails with just one click. The IT Team can then review the alerts to discover trends and opportunities to improve both training and system improvements.

Additional Training

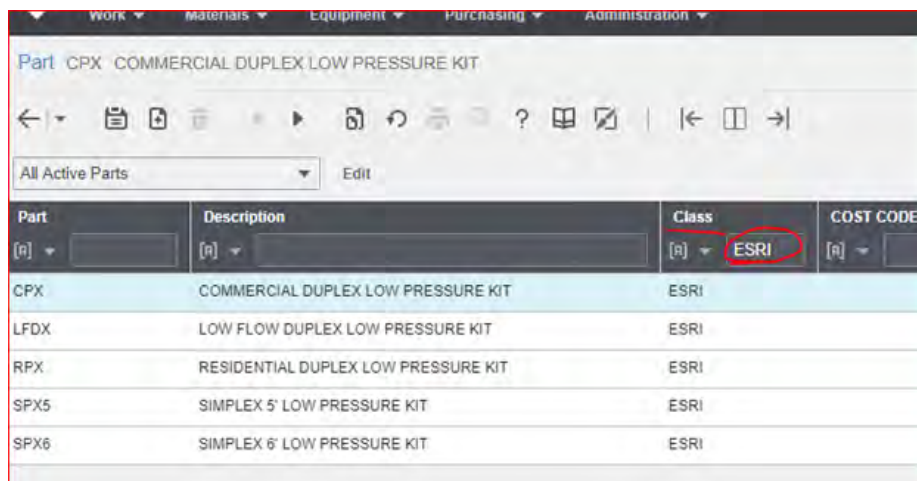
When we rollout the implementation of the Phish Alert Button, we will immediately enroll all users in a training where users will learn how to use the tool properly.

Additionally, all users will be enrolled in updated training modules that will increase user's awareness of recent phishing tactics, as well as engage those individuals with lower than desired scored.

Computerized Maintenance Management System (CMMS) Improvements to Low Pressure (LP) Inventory

Based on reference documentation provided by Engineering, the IT team implemented a LP equipment pickup system which works in conjunction with our inventory in CMMS. This process will help produce accurate reporting of available/reserved LP equipment kits for both neighborhood sewerage and warehouse inventory.

Staff can now generate a report which indicates reservations, inventory, and reorder quantity.



| Part | Description | Class | COST CODE |
|------|-------------------------------------|-------|-----------|
| CPX | COMMERCIAL DUPLEX LOW PRESSURE KIT | ESRI | |
| LFDX | LOW FLOW DUPLEX LOW PRESSURE KIT | ESRI | |
| RPX | RESIDENTIAL DUPLEX LOW PRESSURE KIT | ESRI | |
| SPX5 | SIMPLEX 5' LOW PRESSURE KIT | ESRI | |
| SPX6 | SIMPLEX 6' LOW PRESSURE KIT | ESRI | |

Loxahatchee River Environmental Center

March 2021

River Center Summary Statistics



LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



| | Environmental Stewardship Impact [%ES Impact = (Total Visitors x ES Index)/Monthly Target] | Environmental Stewardship Index [Max Rating is 9] | Total Visitors (incl. Visitors, Field Trips, Onsite Programs) | Average Program Participation [Actual participants/Capacity of Program] | Volunteer Engagement | 1st Time Visitors | Visitor Satisfaction | Staff Overall Program Assessment | Expenses | Program Revenue |
|----------------------------------|---|--|--|--|----------------------|-------------------|-------------------------------------|-------------------------------------|------------------|-----------------|
| Benchmark / Customer Expectation | % of Target | Monthly Average [Max Rating is 9] | % of Target | % of Capacity | % of Target | % of Target | Rating Average [Max Rating is 5] | Rating Average [Max Rating is 5] | % within budget | % of Target |
| Blue Level | ≥ 110% | ≥8 | ≥ 110% | ≥ 95% | | | | | | |
| Green Level | ≥ 90% | ≥7 | ≥ 90% | ≥ 75% | ≥ 90% | ≥ 90% | ≥4 | ≥4 | ≥ 85% but ≤ 105% | ≥ 90% |
| Yellow | ≥ 75% | ≥5 | ≥ 75% | ≥ 50% | ≥ 75% | ≥ 75% | ≥3 | ≥3 | ≥ 80% | ≥ 75% |
| Red | <75% | <5 | <75% | <50% | <75% | <75% | <3 | <3 | < 80% or > 105% | <75% |
| 2018 Baseline | 130% | 7.3 | 84% | 84% | 99% | 124% | 4.8 | 7.3 | 90% | 165% |
| 2019 Baseline | 134% | 7.3 | 76% | 96% | 107% | 176% | 4.7 | 7.8 | 96% | 100% |
| 2020 Baseline | 60% | 7.6 | 28% | 47% | 56% | 65% | 4.6 | 7.8 | 83% | 87% |
| 2020 Feb | 117% | 7.4 | 93% | 89% | 98% | 179% | 4.8 | 8.0 | 87% | 201% |
| Mar | 69% | 7.7 | 28% | 30% | 24% | 68% | 5.0 | 8.1 | 86% | 135% |
| Apr | 0% | 0.0 | 0% | 0% | 21% | 0% | 0.0 | 8.1 | 83% | 112% |
| May | 0% | 0.0 | 0% | 0% | 17% | 0% | 0.0 | 6.9 | 85% | 67% |
| June | 0% | 0.0 | 0% | 0% | 7% | 0% | 0.0 | 0.0 | 87% | 25% |
| July | 0% | 0.0 | 0% | 0% | 6% | 0% | 0.0 | 0.0 | 92% | 23% |
| Aug | 0% | 0.0 | 0% | 0% | 10% | 0% | 0.0 | 0.0 | 87% | 19% |
| Sept | 42% | 7.7 | 8% | 55% | 27% | 0% | 3.8 | 8.5 | 72% | 19% |
| Oct | 26% | 8.3 | 18% | 55% | 70% | 13% | 4.9 | 7.8 | 62% | 76% |
| Nov | 76% | 7.3 | 48% | 63% | 62% | 75% | 4.5 | 7.2 | 71% | 104% |
| Dec | 87% | 8.0 | 44% | 85% | 84% | 105% | 4.0 | 8.0 | 74% | 81% |
| 2021 Jan | 106% | 8.1 | 55% | 77% | 80% | 92% | 4.6 | 7.9 | 88% | 92% |
| Feb | 136% | 8.1 | 66% | 88% | 67% | 89% | 4.6 | 7.5 | 74% | 24% |
| Consecutive Months at Green | 2 | 6 | 0 | 3 | 0 | 0 | 5 | 6 | 0 | 0 |
| Metric Owner | O'Neill | O'Neill | O'Neill | Harris / Duggan | O'Neill | O'Neill | O'Neill | O'Neill | O'Neill | O'Neill |

| Metric | Explanation |
|-------------------------------|--|
| Visitors | The number of visitors each month continues to climb, but we are still not where we want to be for visitation at this time. The River Center made Saturdays available for visitation in February. This did cause our numbers to increase. |
| Volunteers | There are still limited number of spots available for volunteers and not all volunteers are ready to return to the River Center yet. We do consistently have animal care volunteers and we now have a couple of visitor services volunteers that are back. |
| 1 st Time Visitors | We are down slightly this month for new visitors. We expect to see an increase in March as the Spring Break season begins. |
| Expenses | We did not incur as many expenses this month. It is likely due to a reduced need for supplies as well as the open Volunteer Coordinator and Intern positions. |
| Revenue | We also did not have many revenue driven programs this month. We did however, increase our number of Virtual Field Trips (free program). |

River Center General

On February 23rd and 24th, the chickee hut at the River Center was rethatched. We are ready for more outdoor programs this spring and summer!

Special Programs

Blooming in the Garden – Animal Lifecycles [Saturday, February 20th]

This month's theme for our early learner program was "birds" and included a fun story about birds of the world, finding birds with binoculars, and bird feeder craft. Families then wandered around and explored in the garden, finding monarch caterpillars, snails, and colorful flowers and berries and of course, birds! Every family took home their own planter pots with various herbs and wildflowers for their home gardens. It was a beautiful day to be outside and we can't wait until our next one.



Story Time [Thursday, February 18th]

Story time is back! One of our most beloved events is finally back at the River Center! We are so excited to have our story time families back at the center and for this event we read two great stories about animals of Florida. Our visitors also had an encounter with our American Alligator, Cypress! It was a beautiful day to share with our visitors and we look forward to the continuation of this program.



Nature Walk at Frenchman's Forest [Friday, February 19th]

The River Center staff led a nature hike at the Frenchman Forrest Natural Area. We had seven participants trek along the path through the hardwood hammock, the pine dominated flatwoods, into the cypress swamp, and viewed the blackwater creek leading out to the Lake Worth Lagoon. It was a beautiful afternoon filled with inspiring landscapes and good company. Frenchman's Forrest is a natural area managed by Palm Beach County Environmental Resources Management and part of the Northeast Everglades Natural Area and the Great Florida

Bird and Wildlife Trail. This 172-acre natural area was once part of the headwaters of Lake Worth Creek, a meandering blackwater creek that flowed north to the Loxahatchee River.

LRD Connections: *Human impacts on the environment- We discussed the removal of solid waste(garbage) from the paths and waterways of the natural area.*

Virtual Field Trips – Oyster Reef Ecology Lab and LRD Wastewater Treatment: A Biological Process

This school year, the River Center is taking part in a collaborative, evidence-based learning network, working with other environmental educators to understand students' experiences in online Environmental Education (EE) programs. We are asking students that participate in the River Center's Oyster Reef Ecology Lab and LRD Wastewater Treatment lesson to reflect on their learning through an online survey at the end of the program. The data will be analyzed by researchers at Virginia Tech, who have received permission from their Institutional Review Board to conduct this study.

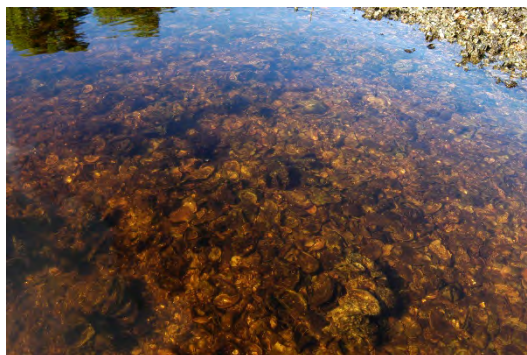
In February we held to three live virtual field trips with Palm Beach Maritime Academy 6th, 7th, and 8th grade students. The 6th grade classes completed an Oyster Reef Ecology Lab, and the 7th and 8th grade

classes completed the LRD Wastewater Treatment Facility Tour: A Biological Process. We had a total of eight classes with 153 students participate virtually.

LRD Connections:

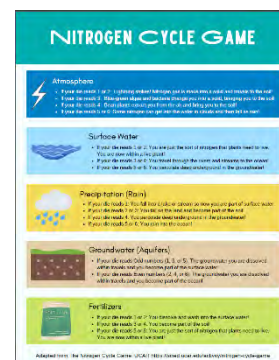
Virtual Field Trip: Oyster Reef Ecology Lab

- Wastewater - Oysters, being sensitive to their environment, need clean healthy water to survive. Wastewater that enters the River can be directly ingested by the filter feeding oysters causing them to become ill and potentially expire.
- Stormwater - As storm water enters the river system it brings other potentially harmful contaminants to the oyster's habitat. Stormwater can contain chemical pollutants, solid pollution, bacteria and large amounts of freshwater which will disrupt the balance of water quality that oysters depend on. Stormwater in the form of runoff will also erode shorelines where the oysters grow and live, further limiting their chance for survival. By responsibly managing stormwater we can limit this risk to the oysters.
- Water supply - The overall water supply of the river directly affects the oyster's development. The water supply should not have too much freshwater or too much saltwater. The salinity of the river is affected by not only stormwater but also human water usage from the aquifer systems. Not enough water in the aquifers will lead to higher salt content in the river, which can be harmful to the oysters.



Virtual Field Trip: LRD Wastewater Treatment-A Biological Process

- Wastewater – Raw waste, septic effluent, reuse processes at the plant.
- Water supply – Groundwater including aquifers for drinking water supply, daily human uses including household, commercial, and community supply, irrigation and agriculture, surface water and storage, are all a part of the greater water cycle
- Stormwater – LRD reduces pollution and septic runoff in our community.
- Solid waste – trash, reuse, reduction, pelletization



Earlier in the month, Jocelyn O'Neill and Megan Harris participated in the EE21 Network Learning Exchange facilitated by Virginia Tech. Over 50 organizations throughout the U.S. joined in on two consecutive meetings, reflecting on the data that has collected, considered some practices that might help us achieve even higher outcomes, and planned for spring. This was a valuable professional development opportunity.

Check out the River Center's Full Playlist of Virtual Field Trips here: [Virtual Field Trips](#)

Science with Sam [February 10 & 24]

In February, Science with Sam taught two classes, one about habitats and the other about reptiles. Students in the habitats class learned what a habitat is, why habitats are important, and how each habitat is unique, with unique organisms inside. Students listed off the various habitats around our community and then learned other major habitats from around the world. Students also participated in an educational game about habitat importance/loss. In the second class about reptiles, students had the chance to meet 6 different live reptiles during the program: an American Alligator, a Common Snapping Turtle, a Yellow-bellied Slider Turtle, a Glass Lizard, a Corn Snake, and a Ball Python. Students learned the difference between native and invasive/exotic creatures and which reptiles are native (or invasive/exotic) to our

area. Students did have a chance to touch each reptile (with proper hand sanitizing before and after each animal was touched) plus students had time at the end of class to ask any remaining questions.

LRD Connections:

The connection was made between the river habitat where the reptiles live, and the wastewater treatment facility. Students learned how the Loxahatchee River District recycles wastewater, to assist in keeping the river clean, and reuses that recycled water for irrigation, to limit the amount of clean water removal from the aquifers.

Garden Service Project [Saturday, February 13th]

Nine students from Jupiter High School's Green Team came to the River Center to participate in a garden volunteer service project. Volunteers helped with weeding, trimming, watering, and cleaning up garbage. A special treat was that they were able to add some new plants into the garden that the River Center purchased at the Atala Butterfly Festival last month. Everyone got their hands dirty and worked incredibly hard.



LRD Connections:

- Water supply – By planting native plants that are adapted to the South Florida climate, they require less irrigation and allow the water to percolate down into the ground water.
- Stormwater – By adding more plants to a high traffic area, they are preventing erosions and excess runoff from occurring around the River Center.
- Solid Waste – Students found and removed trash throughout the garden helping to cleanup and protect wildlife.

Homeschool Workshops

The River Center hosted its February homeschool workshops on February 12th and 16th inviting students to participate in lessons in the Chiki hut. On February 12th we conducted a Fish Morphology program with ten students ages 7-10 and on February 16th we conducted a Water Quality Testing workshop with three students ages 11-13.

Fish Morphology [Friday, February 12th]



Fish Morphology is a fun and unique program that provides a detailed look into the differences between fish species and adaptations that allow them to survive. Students compared fish anatomy such as mouth shape, tail shape, body shape, and coloration. They also got the opportunity to create their own fish using different art media to develop different adaptations based on their ecosystems and specific habitats.

LRD Connections

- Water supply – Fish need healthy water in their habitats to survive and thrive. When the different habitats of the Loxahatchee have quality water, it benefits fish that live there.

Water Quality [Tuesday, February 16th]

In the Water Quality of the Loxahatchee program, students learned and recognized the factors that influence or change water quality in the Loxahatchee River. They discovered the challenges of estuary species affected by water quality changes (aquatic plants, oyster, juvenile fish, invertebrates, bacteria). Students conducted water quality testing and recognized parameters that identify changes and potential hazards. They compared water collected from the River Center's touch tank to water collected at the dock at Burt Reynolds park.



LRD Connections

- Stormwater – Students learned that pollution from runoff and excess sediment in the water from erosion has a negative effect on the quality of water.
- Wastewater – When discussing the different influences that might cause negative test results, we introduced accidental leaks of raw waste and septic effluent traveling into the test site. This was related to point and non-point sources of pollution in the whole watershed. When wastewater is treated properly, it removes excess nutrients, bacteria, and pathogens from leaching into the water supply.
- Solid waste – We saw marine debris that had washed up into our test site where we discussed the negative impacts it might have on the water quality and wildlife. We tested for phosphorus, ammonia, nitrite, nitrate, and pH which can all be affected by fertilizers, pesticides, and herbicides that have runoff into the water. Students found different test results between the water samples from the River Center's touch tank and from the dock at Burt Reynolds Park.
- Water supply – A healthy water supply for the Loxahatchee River's ecosystem and our drinking water from the aquifers is all connected. The quality of the water is influenced in numerous ways including irrigation practices, agriculture runoff, surface water conditions, groundwater supply which is all a part of the water cycle.

Upcoming River Center Events

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrcd.org or 561-743-7123

March 16, 8:30 a.m. – 11 a.m.: North Jupiter Flatwoods Natural Area: Join the River Center on our Nature Walk through North Jupiter Flatwoods. This is a beginner level hike with uneven, unpaved trails. Immerse yourself in this local natural area and enjoy spring wildflowers. Interested participants should wear closed toed shoes, comfortable clothing with long pants and bring plenty of water and bug spray. Make sure to RSVP to this event! Space is limited.

March 17, 10:00 a.m. – 12 p.m.: Kayak Intracoastal Tour: Join the River Center for our Paddle with a Partner Public Kayak Tour! Paddle through the Intracoastal on this beautiful and scenic excursion. Jump on this naturalist led tour for great views of local flora and fauna around Fullerton Island. Launching from Burt Reynold's Park. All equipment will be provided but interested participants should bring water shoes, sunscreen, and plenty of water! The cost for this program is \$20 per person.

March 27: Virtual Boating Safely Class: Due to COVID restrictions, the U.S. Coast Guard Auxiliary is now conducting their classes online over a 2-day period. The River Center provides administrative

support as well as promotion of the classes. The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. Recommended for children 12 years and up.

March 27, 8:30 am – 12:30 pm: Daisies and Brownies are invited to earn their Household Elf and Rosie Petal Badges at the River Center! This program focuses on saving energy, recycling, conserving natural resources, and how to live green! Girls will participate in indoor/outdoor programs including a recycle relay game, creation of a plastic bag monster and homemade all-natural cleaners. Girls will practice making the world a better place and will be awarded their badges at the end of the program. Registration is required and space is limited! No tagalongs, please. Pre-registration is required. Space is limited due to COVID-19 restrictions.

March 31, 4 – 5 p.m.: Science with Sam: Select Wednesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for different science activities for our K-5th grade aged children. Activities will include garden exploration and hands-on opportunities with wildlife. Each week has a different theme! There is no cost for this program but please RSVP to attend.

April 3, 10 am – 11:30 am: Bloomin’ in the Garden: Let’s go explore! Join the River Center for our Bloomin’ in the Garden program, designed for children ages 3-7. The program will start at 10:00 am in the River Center Chickee Hut with a story time and a garden-themed craft. We will then move to our garden for a hands-on activity. When it is time to go home, children will receive a plant to take home to start their own garden! So, don’t miss this exciting opportunity for your little ones to enjoy nature! Spaces are limited and RSVP is required. Only one adult per child please due to COVID-19 restrictions. Everyone must wear a mask. Please come prepared and dress comfortably for being outside in the garden. All equipment will be provided, and this program is free of charge. Donations are always welcome. Please RSVP to attend!

April 10, 8:30 am – 12:30 pm: This first-time opportunity for younger Girl Scouts to get “hooked” on fishing with this workshop for younger girls. Inspired by the “Run Like A Girl” video, we know that there are lots of things that we can do “like a girl.” Girls will learn the basics of fishing including knot tying, tackle, and casting. Other topics that will be covered are: conservation, regulations and fish identification. And, of course, we will be fishing!!! Price includes Fish Like a Girl Fun Patch and a T-Shirt.

April 14, 4 – 5 p.m.: Science with Sam: Select Wednesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for different science activities for our K-5th grade aged children. Activities will include garden exploration and hands-on opportunities with wildlife. Each week has a different theme! There is no cost for this program but please RSVP to attend.

April 16, 10:00 a.m. – 12 p.m.: Kayak Loxahatchee Slough: To be determined.

April 17: Virtual Boating Safely Class: *Due to COVID restrictions, the U.S. Coast Guard Auxiliary is now conducting their classes online over a 2-day period. The River Center provides administrative support as well as promotion of the classes.* The River Center continues to collaborate with the US Coast Guard Auxiliary “Flotilla 52” to provide a series of Boating Safely Classes targeted specifically to young boaters in our community. These classes are provided through a generous sponsorship by the AustinBlu Foundation, a not-for-profit dedicated to raising awareness and promoting educational programs to improve boater safety. Recommended for children 12 years and up.

April 22, 5:30 pm – 7:30 pm: Sunset Nature Hike Pine Glades Natural Area: Come explore with us! Lace up your hiking boots and join the River Center on Thursday, April 22nd for our sunset nature walk through Pine Glades Natural Area. Walk along the guided paths and immerse yourself in this local natural area. We will explore a paved path inside this natural area with uneven terrain. Interested participants should wear closed toed shoes, long pants (recommended), a walking stick, comfortable clothing and bring plenty of water. Bug spray and a flashlight are highly recommended. Please RSVP to attend. Space is limited.

April 28, 4 – 5 p.m.: Science with Sam: Select Wednesdays from 4:00 pm – 5:00 pm, join our Scientist Sam for different science activities for our K-5th grade aged children. Activities will include garden exploration and hands-on opportunities with wildlife. Each week has a different theme! There is no cost for this program but please RSVP to attend.



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

MEMORANDUM

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

To: D. Albrey Arrington, Ph.D., Executive Director
From: Travis Bains, CSHO, ENS, Safety Compliance Officer
Date: March 10, 2021
Subject: District Safety Report for February 2021

Stephen B. Rockoff
CHAIRMAN

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Harvey M. Silverman
BOARD MEMBER

James D. Snyder
BOARD MEMBER

Safety Metrics: February 2021

OSHA recordable injuries: None

Lost time injuries: None

Actual TRIR: **2.7 Great Job Team!**

TRIR = Total Recordable Incident

Rate [Goal <4.4]

Goal Zero For 2021

Safety is a Core Value at LRD *Our conduct is shaped by a personal commitment to protect the health and safety of ourselves and our colleagues. Safety is driven through education, training, planning, protective equipment, and individual accountability.*

Safety Committee February 2021

The Safety Committee met in February. The Safety Committee reviewed the Safety Dashboard, emphasized our Near Miss Program and the need to document near misses, discussed proposed revisions to Employee Safety Manual, discussed safety-related concerns (e.g., new lift station lid handle is in an awkward location), discussed recent safety inspections, discussed various safety-related training needs and opportunities, and generally addressed safety opportunities throughout the District. Follow-up assignments were delegated as appropriate.

Semi-Annual Lockout/Tagout Inspection

Safety Department conducted a semi-annual inspection of locks and tags located throughout the plant. Deficiencies were noted and have been scheduled for correction. For example, the inspection identified areas of the plant where locks are deteriorating faster than usual due to harsh conditions. Plant Chief Operator, Maintenance Foreman and Safety Officer are evaluating alternative, more resilient locks and tags for replacement.

Training

Chlorine has many benefits; used as a disinfectant to kill germs, bacteria, and viruses. However, it can be deadly. Chlorine used at the plant is 99.9% pure and has a permissible exposure limit (PEL) of one part per million (PPM). LRD staff must wear a full-face respirator any time they are in the chlorine room and there is a reasonable potential for release of chlorine gas, i.e., during change-out of chlorine cylinders. Staff must be medically cleared and fit tested to wear a negative pressure, full-face respirator. Our Operations Dept. went through such training this month. Training included a medical evaluation, a fit test, and online respirator training that included recognition of respiratory hazards, donning and doffing, cleaning, and proper storage of respirators.

2500 Jupiter Park Drive
Jupiter, Florida 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration

Also, recently hired employees received the following Fire Safety training: fire extinguisher, fire evacuation, and reporting to a muster station.

This month the District Safety Officer worked with crews to conduct targeted hazard analyses for the following projects:

Confined Space (Engineering/Safety/Construction)

Primary hazards: leading edge safety (laying tools and equipment on edges), confined space, ventilation (air changes per hour), chipping (eye wear), tight spaces (ergonomics), gas monitoring (bump testing and calibration date checks), inspection of emergency retrieval system (davit arm and personal harness).

Job Hazard Analysis: Permitted Confined Space, Atmospheric Hazards, Depth of well safety (ladder safety).

Job site safety assessment conducted.

Flange checking bolts (Collections/Construction)

Primary hazards: debris in eyes, cuts/scraps (proper gloves), crane set up soil stability (crane pad mats), strains (back strain and proper lifting), pinch points (mashed fingers), oxygen/acetylene cutting (proper tint) shade for eyes, burns, gloves (leather).

Job Hazard Analysis: Crane Set Up

Air Release Assembly Evaluation (Reuse)

Primary hazards: maintenance of traffic, underground utilities (811 Sunshine), pressure on pipe, raw sewage, valve leak-by.

Job Hazard Analysis: toolbox talk.

Road patching (Construction)

Primary hazards: maintenance of traffic (oncoming traffic, distracted drivers), power tool inspections, fires, hot surfaces, propane torch (blower, open flame) leather gloves, heavy lifting,

Job Hazard Analysis: toolbox talk.

Job site safety assessment conducted.

Installing Pump IQ Sta. 518 (Collections)

Primary hazards: electrical hazards (lockout/tagout), overhead hazards, (truck mounted crane) lifting, soil stability (outrigger pads), inspection of rigging, rigging of pump for installation, pinch points, Contractor Safety Management,

Job Hazard Analysis: Completed, Lockout/Tagout, Truck Mounted Crane

Job site safety assessment conducted.

Congratulations to the LRD Team for completing a record 123 Job Hazard Analyses during the month of February! The Collections Team completed a massive 91 JHAs!! Operations (Plant & Maintenance) completed a notable 32 JHAs. **We are pleased to have completed 6 months of work with no OSHA recordable injuries and we know proactive efforts to identify, understand, and mitigate workplace hazards is a terrific step in systematically lowering our incident rate. Congratulations.**

Safety Quote of the month: *"your only limit is your mind"*



LOXAHATCHEE RIVER DISTRICT

Celebrating 50 Years, 1971-2021

D. Albrey Arrington, Ph.D.
EXECUTIVE DIRECTOR

MEMORANDUM

Gordon M. Boggie
CHAIRMAN

TO: Governing Board

FROM: Administration Staff

Stephen B. Rockoff
BOARD MEMBER

DATE: March 11, 2021

Dr. Matt H. Rostock
BOARD MEMBER

SUBJECT: Consultant Payments

James D. Snyder
BOARD MEMBER

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

| | <u>Prior Month</u> | <u>Fiscal YTD</u> |
|------------------|--------------------|-------------------|
| Shenkman, PA | \$16,487.50 | \$56,209.40 |
| Baxter & Woodman | \$4,169.17 | \$41,578.07 |
| Carollo | \$15,632.80 | \$29,872.80 |
| Holtz | \$26,597.66 | \$77,141.31 |

Should you have any questions in regard to these items, please contact Kara Fraraccio concerning the attorney's invoice, and Kris Dean concerning the engineers' invoices.

2500 Jupiter Park Drive
Jupiter, Florida 33458

J:\BOARD\CONSULT2021_CURRENT.DOCX

TEL: (561) 747-5700

FAX: (561) 747-9929

loxahatcheeriver.org

Water Reclamation - Environmental Education - River Restoration



Future Business

Neighborhood Sewering:

- Preliminary Assessment – Country Club Drive
- Preliminary Assessment – Thelma Avenue

Other:

- Sludge Dewatering-Odor Control Engineering Contract
- Injection Well Pump Station Emergency Generator Connection Engineering Award

