



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

AGENDA

REGULAR MEETING #15-2024

SEPTEMBER 19, 2024 – 7:00 PM AT DISTRICT OFFICES

ALSO, THE MEETING WILL BE AVAILABLE TO THE PUBLIC ONLINE AT:
LOXAHATCHEERIVER.ORG/PUBLICMEETING

1. Call to Order & Pledge of Allegiance
2. Administrative Matters
 - A. Roll Call
 - B. Previous Meeting Minutes [Page 6](#)
 - C. Additions and Deletions to the Agenda
3. Comments from the Public
4. Status Updates
 - A. Loxahatchee River Watershed [Page 12](#)
 - B. Loxahatchee River District Dashboard [Page 13](#)
5. Consent Agenda (see next page) [Page 14](#)
6. Regular Agenda
 - A. Consent Agenda Items Pulled for Discussion
 - B. Jonathan Dickinson State Park Draft Management Plan Amendment [Page 230](#)
 - C. Chapter 31-10 Subregional Line Charge - Island Way [Page 240](#)
 - D. Chapter 31-13 Regulation of Sewer Use (Industrial Pretreatment) [Page 242](#)
 - E. Loxahatchee River Subaqueous Force Main Replacement - Construction Contract [Page 296](#)
 - F. Liability and Workers Compensation Insurance Renewal [Page 301](#)
 - G. Fiscal Year 2025 Budget [Page 305](#)
7. Reports (see next page) Pulled for Discussion
8. Future Business [Page 398](#)
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."

Submitted by: 
Date: September 10, 2024

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

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. Risk and Resilience Assessment - CCNA Ranking and Professional Engineering Services Contract Award [Page 16](#)
- B. Lift Station 050 Emergency Generator - to award construction contract [Page 28](#)
- C. Payment Services - to approve purchase order [Page 31](#)
- D. Printing & Mailing Services - to approve purchase order [Page 32](#)
- E. Biosolids Hauling (Merrell Bros, Inc.) - to approve annual purchase order [Page 33](#)
- F. Biosolids Processing (Solid Waste Authority) - to approve annual purchase order [Page 34](#)
- G. Supply of Liquid Chlorine (Brenntag Mid-South, Inc.) - to award contract [Page 35](#)
- H. Purchase of Odor Control Services (Evoqua) - to approve purchase order [Page 36](#)
- I. Solids Dewatering Polymer (SNF Polydyne) - to approve annual purchase order [Page 37](#)
- J. Annual Lawn and Landscape Maintenance Services (Terracon) - to award contract [Page 38](#)
- K. Fuel Procurement (Palmdale Oil Company) – to approve annual purchase order [Page 39](#)
- L. Purchase of Front End Loader (Case Power & Equipment of Florida) - to approve purchase order [Page 40](#)
- M. Girl Scout Partnership Agreement - to approve agreement [Page 42](#)
- N. County Line Road Utility Relocations - Interlocal Agreement with the Village of Tequesta for shared construction services [Page 57](#)
- O. Compliance with FS 189.0694 Special districts; performance measures and standards – to approve new annual dashboard metrics [Page 190](#)
- P. Cash Reserve Policy - to approve policy [Page 200](#)
- Q. LRD Retirement Plan Investment Menu - to approve revision [Page 203](#)
- R. Optional 457 Plan - to approve plan [Page 204](#)
- S. Fixed Asset Disposal - to approve disposal [Page 221](#)
- T. Change Orders to Current Contracts - to approve modifications
 - C1: Kimley-Horn: A1A Alt Force Main Replacement [Page 223](#)

7. REPORTS

- A. Neighborhood Sewering [Page 333](#)
- B. Legal Counsel's Report [Page 334](#)
- C. Engineer's Report [Page 337](#)
- D. Director's Report [Page 345](#)



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AGENDA
PUBLIC HEARING #05-2024
SEPTEMBER 19, 2024 - 6:55 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to Fiscal Year 2025 Budget
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: September 9, 2024

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



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AGENDA
PUBLIC HEARING #06-2024
SEPTEMBER 19, 2024 - 6:56 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to Chapter 31-10 Subregional Line Charge - Island Way
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: September 9, 2024

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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AGENDA
PUBLIC HEARING #07-2024
SEPTEMBER 19, 2024 - 6:57 P.M. AT DISTRICT OFFICES
ALL MEETINGS ARE OPEN TO THE PUBLIC

1. Call to Order and Pledge of Allegiance
2. Roll Call
3. To receive public comments pertaining to Chapter 31-13 Regulation of Sewer Use (Industrial Pretreatment)
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: September 9, 2024

Stephen B. Rockoff
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Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
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MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: September 19, 2024
SUBJECT: Approval of Meeting Minutes

Attached herewith are the minutes for the Public Hearing and the Regular Meeting of August 15, 2024. As such, the following motion is presented for your consideration:

“THAT THE GOVERNING BOARD approve the minutes of the Public Hearing and Regular Meeting of August 15, 2024 as submitted.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
PUBLIC HEARING – MINUTES
AUGUST 15, 2024**

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chairman Rockoff called the Public Hearing of August 15, 2024 to order at 6:55 P.M.

2. ROLL CALL

The following Board Members were in attendance:

Mr. Baker
Mr. Boggie
Mr. Rockoff
Dr. Rostock
Mr. Yerkes

3. TO RECEIVE PUBLIC COMMENTS PERTAINING TO ISLAND COUNTRY ESTATE AMENDED FINAL ASSESSMENT (Duplex Properties)

No comments from the public were received.

4. COMMENTS FROM THE BOARD

No comments from the Board were received.

5. ADJOURNMENT

Chairman Rockoff adjourned the Public Hearing at 6:56 P.M.

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY

Ref: #11-2024

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
REGULAR MEETING - MINUTES
AUGUST 15, 2024

1. CALL TO ORDER

Chairman Rockoff called the Regular Meeting of August 15, 2024 to order at 7:00 PM.

2. ADMINISTRATIVE MATTERS

A. ROLL CALL

The following Board Members were in attendance:

Mr. Baker
Mr. Boggie
Mr. Rockoff
Dr. Rostock
Mr. Yerkes

Staff Members in attendance were Dr. Arrington, Mr. Dean, Mr. Howard, Ms. Fraraccio, Mr. Pugsley, Ms. Jones and Mr. Novak. Consultants in attendance were Mr. Curtis Shenkman & Mr. Hunter Shenkman.

B. PREVIOUS MEETING MINUTES

The minutes of the Public Hearing and Regular Meeting of July 18, 2024 were presented for approval and the following motion was made:

“THAT THE GOVERNING BOARD approve the minutes of the Public Hearing and Regular Meeting of July 18, 2024 as submitted.”

MOTION: Made by Mr. Yerkes, Seconded by Mr. Boggie
Passed Unanimously.

C. ADDITIONS & DELETIONS TO THE AGENDA

No additions or deletions to the agenda were made.

3. COMMENTS FROM THE PUBLIC

No public comments were received.

4. STATUS UPDATES

A. LOXAHATCHEE WATERSHED STATUS

Mr. Jim Novak, LRD Collections and Distribution System Superintendent gave an informative presentation on LRD's use of SL RAT to improve the efficiency and productivity of our gravity system inspection and preventative maintenance program.

B. LOXAHATCHEE RIVER DISTRICT DASHBOARD

Dr. Arrington reviewed the District Dashboard.

5. CONSENT AGENDA

MOTION: Made by Mr. Baker, Seconded by Mr. Yerkes
Passed unanimously.

“THAT THE GOVERNING BOARD approve the Consent Agenda of August 15, 2024 as presented.”

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

A. Amended Final Assessment Island Country Estate - Duplex (Resolution 2024-09)

"THAT THE GOVERNING BOARD approve Resolution 2024-09 amending the ISLAND COUNTRY ESTATES Final Assessment Roll and Exhibits."

B. Notice of Intent - 2966 Jamaica Drive (Resolution 2024-10)

"THAT THE GOVERNING BOARD approve Resolution 2024-10, the NOTICE OF INTENT to Assess, the Pending Lien Notice, and the Exhibits for the **2966 JAMAICA DRIVE** Assessment Area."

C. Biosolids Storage Tank Odor Control System Replacement – to approve agreement

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the agreement submitted by Evoqua Water Technologies, Inc. for the supply and installation of a biotrickling filter odor control system dedicated to the sludge storage tank, in accordance with a “piggy-back” of the Lee County contract.”

D. Lift Station 050 Rehabilitation – Lateral Lining Phase 3 – to authorize piggy-back contract

“THAT THE DISTRICT GOVERNING BOARD re-authorize the “piggyback” of the City of Plantation Agreement No. 070-21 with BLD Services, LLC for a total not to exceed amount of \$2,665,000.”

E. Pump Purchase – to approve purchase

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to purchase four NP3127 10 HP pumps and one NP3127 7.5 HP pump as detailed in Xylem Water Solutions, Inc. quote dated July 10, 2024 in the amount of \$72,779.40.”

F. Fixed Asset Disposal – to approve disposal

Description	Serial Number	Condition	Estimated Value
7.5 HP Flygt Pump	FLY-9110582	Needs Repair	\$100
2 HP Barnes Pump	C818249-0801	Beyond Repair	\$50
2 HP Barnes Pump	C1272547	Beyond Repair	\$50

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of the items listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”

G. Change Orders to Current Contracts – to approve modifications

No Change Orders were presented for Board consideration this month.

6. REGULAR AGENDA

A. CONSENT AGENDA ITEMS PULLED FOR DISCUSSION

No consent agenda items were pulled for discussion.

B. Contractor Safety Management Policy - to approve updates

“THAT THE DISTRICT GOVERNING BOARD approve the Loxahatchee River Environmental Control District’s Contractor Safety Management Policy as revised with an effective date of August 16, 2024.”

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

C. Chapter 31-10 Subregional Line Charge - Island Way

No Board Action Required – formal approval will be sought at the September Board Meeting.

D. Chapter 31-13 Regulation of Sewer Use (Industrial Pretreatment)

No Board Action Required – formal approval will be sought at the September Board Meeting.

E. Loxahatchee River Subaqueous Force Main Replacement - Construction Contract

Will be presented at a later Board meeting

F. FY2025 Draft Budget

Dr. Arrington discussed the budget assumptions memo, addressed Board questions, and explained that staff have been working diligently on the budget for final submittal in September.

No Board Action Required – formal approval will be sought at the September Board Meeting.

7. REPORTS

Mr. Boggie pulled the Legal Report – Mr. Shenkman gave an update on Juno Beach and Sonoma Isles. The remaining reports stood as written.

- A. NEIGHBORHOOD SEWERING
- B. LEGAL COUNSEL’S REPORT
- C. ENGINEER’S REPORTS
- D. DIRECTOR’S REPORT

8. FUTURE BUSINESS

Future Business stood as written.

9. COMMENTS FROM THE BOARD

No Board comments were received.

10. ADJOURNMENT

MOTION: Made by Mr. Boggie, Seconded by Mr. Baker,
Passed Unanimously.

“That the regular meeting of August 15, 2024 adjourns at 7:59 PM.”

BOARD CHAIRMAN

BOARD SECRETARY

RECORDING SECRETARY



Loxahatchee River Watershed Status Jonathan Dickinson State Park

Jonathan Dickinson State Park (JDSP), along with other state parks, has received considerable news coverage recently as potential development plans came to light. This month, we thought it would be helpful and informative to communicate the ecological importance of JDSP to our area. We will share key statistics regarding habitats, endangered and threatened species, current recreational opportunities, as well as ongoing efforts to effectively manage natural resources within the park.



LOXAHATCHEE RIVER DISTRICT'S EXECUTIVE DASHBOARD



Stewardship		Pre-Treatment	Collection & Transmission		Wastewater Treatment			Reclaimed Water	EHS	General Business					River Health		
# People educated at RC		Grease Interceptor Inspections	Customer Service	Unauthorized Discharge of Sewage	Mean Daily Incoming Flow	Permit exceedance	NANO Blend to Reuse (@ 511)	Delivery of Reclaimed Water	Employee Safety	Cash Available	Revenue (excluding assessment & capital contrib.)	Operating Expenses	Capital Projects		Minimum Flow Compliance	Salinity @ NB seagrass beds	River Water Quality
Units	% of Target	% requiring pump out	# blockages with damage in home	Gallons; # impacting surface waters	million gallons/day	# occurrences	Max Specific Conductance (umhos/cm)	# days demand not met	# of OSHA recordable injuries	\$	% of Budget	% of Budget	% within budget	average # days ahead (behind) schedule	# Days MFL Violation	%	Fecal Coliform Bacteria (cfu/100ml)
Green Level	≥ 90%	≤ 15	Zero	<704; 0	< 7.7	Zero	<1542	<2	Zero	≥ \$15,609,500	≥ 95%	≥ 85% but ≤ 105%	≥ 80%	≥ (30)	0	min ≥ 20 ‰	≤ 1 site > 200
Yellow	< 90%	≤ 25	1	≤1,500; 0	< 8.8	1	≤1875	≥ 2	-	< \$15,609,500	≥ 90%	≥ 80%	≥ 60%	< (30)	1	min ≥ 10 ‰	≤ 3 sites >200
Red	<75%	> 25	≥ 2	>1,500; ≥1	≥ 8.8	≥ 2	>1875	≥ 9	≥ 1	< \$10,406,330	< 90%	< 80% or > 105%	< 60%	< (60)	≥ 2	min < 10 ‰	≥ 4 sites > 200
2021 Baseline	952	16	0.3	1,130	7.1	0	1,294	2	0.2	\$ 40,651,532	97%	89%	79%	-34	0	24.3	3
2022 Baseline	1,319	12	0.1	395	6.8	0	1,268	3	0.0	\$ 44,372,235	101%	91%	83%	-51	1	22.6	3
2023 Baseline	1,451	13	0.0	1,124	7.0	0	1,296	6	0.0	\$ 44,656,875	106%	94%	90%	-39	2	23	4
2023	Aug	1,215	9	0	15; 0	6.8	1,242	4	0	\$ 46,355,162	110%	93%	100%	(54)	0	17.1	6
	Sept	1,093	11	0	441; 0	6.7	1,201	0	0	\$ 43,649,874	110%	92%	97%	(49)	0	21.7	5
	Oct	1,940	14	0	101; 0	6.9	1,281	1	0	\$ 43,600,779	97%	109%	74%	(55)	0	15.6	9
	Nov	1,183	15	0	1,705; 0	7.1	1,255	0	0	\$ 43,936,002	101%	93%	81%	(46)	0	23.7	3
	Dec	1,021	14	0	45; 0	7.4	1,218	3	0	\$ 42,207,663	106%	100%	78%	(57)	0	9.9	2
2024	Jan	1,178	14	0	2,275; 0	7.4	1,209	1	1	\$ 41,429,932	104%	96%	87%	(64)	0	19.9	2
	Feb	1,689	15	0	2,405; 1	7.5	1,239	2	0	\$ 42,298,111	104%	95%	87%	(51)	0	25.3	1
	Mar	1,697	17	0	70; 0	7.4	1,101	3	0	\$ 41,568,281	103%	93%	65%	(49)	0	24.4	0
	Apr	1,162	15	0	2,858; 1	6.9	1,133	1	0	\$ 40,736,583	102%	92%	70%	(37)	7	32.5	1
	May	1,153	14	0	30; 0	6.6	1,146	15	1	\$ 42,588,420	102%	93%	62%	(52)	31	31.0	1
	June	2,870	9	0	20; 0	6.4	1,173	13	0	\$ 40,955,647	102%	92%	65%	(67)	22	20.1	6
	July	2,120	10	0	150; 0	6.3	1,075	1	0	\$ 41,437,745	103%	91%	68%	(69)	0	20.7	3
	Aug	1,258	14	0	2270; 0	6.5	1,098	0	0	\$ 42,122,353	102%	91%	73%	(75)	0	22.2	7
Consecutive Months at Green	13	5	28	0	183	40	167	2	3	179	34	10	0	0	2	7	0
Metric Owner	O'Neill	Pugsley	Dean	Dean	Pugsley	Pugsley	Pugsley	Dean	Horchar	Fraraccio	Fraraccio	Fraraccio	Dean	Dean	Howard	Howard	Howard

Metric	Explanation
Unauthorized Discharges	The District experienced five (5) unauthorized discharges of sewage this month. Three were caused when a contractor damaged our assets (each incident was independent), the largest resulted in 2,075 gallon of sewage spilled. We also had a 30 gallon spill when a PVC fitting failed and a 15 gallon spill when an Air Release Valve failed to seat properly.
Capital Projects (\$)	Capital Projects within budget improved to 73% this month. Please see Kris' report for more details.
Capital Projects (time)	The following projects are over 100 days behind schedule: (1) Lateral lining in Lift Station 41 collection system [-401 days] - staff are working through quality control issues; (2) Main lining in Lift Station 71 collection system [-271 days]; (3) Lift Station #82 conversion [-167 days]; (4) Lateral lining in Lift Station 054 collection system [-166 days]. Additional details are available in Kris' report.
Fecal Coliform Bacteria	High fecal coliform bacteria (>200 cfu/100 ml) were observed at Stations 10 (Inlet), 40 (railroad bridge), 60 (river mile 3.1), 62 (Island Way Bridge), 65 (Kitchen Creek), 67 (Trapper Nelson's), 69 (Indiantown Rd Bridge), 72 (Loxahatchee River Rd bridge), 95 (Jupiter Farms), and 100 (Cypress Creek mouth). See Bud's report for additional details.



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: September 19, 2024
SUBJECT: Consent Agenda

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.

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

- A. Risk and Resilience Assessment - CCNA Ranking and Professional Engineering Services Contract Award
- B. Lift Station 050 Emergency Generator - to award construction contract
- C. Payment Services - to approve purchase order
- D. Printing & Mailing Services - to approve purchase order
- E. Biosolids Hauling (Merrell Bros, Inc.) - to approve annual purchase order
- F. Biosolids Processing (Solid Waste Authority) - to approve annual purchase order
- G. Supply of Liquid Chlorine (Brenntag Mid-South, Inc.) - to award contract
- H. Purchase of Odor Control Services (Evoqua) - to approve purchase order
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- K. Fuel Procurement (Palmdale Oil Company) – to approve annual purchase order
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- M. Girl Scout Partnership Agreement - to approve agreement
- N. County Line Road Utility Relocations - Interlocal Agreement with the Village of Tequesta for shared construction services
- O. Compliance with FS 189.0694 Special districts; performance measures and standards – to approve new annual dashboard metrics
- P. Cash Reserve Policy - to approve policy

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- Q. LRD Retirement Plan Investment Menu - to approve revision
- R. Optional 457 Plan - to approve plan
- S. Fixed Asset Disposal - to approve disposal
- T. Change Orders to Current Contracts - to approve modifications
 - C1: Kimley-Horn: A1A Alt Force Main Replacement

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 September 19, 2024 as presented.”



Signed
D. Albrey Arrington, Ph.D.
Executive Director



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loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: REV 1: September 17, 2024
SUBJECT: 2500 Jupiter Park Drive, Collection System and Transmission System Risk and Resilience Assessment

The District has identified the need to assess the overall resilience of its wastewater system, including 2500 Jupiter Park Drive, the wastewater collection and the treatment systems. The proposed approach to completing a Risk and Resilience Assessment (RRA) of the District's wastewater system will follow the approach outlined in the America's Water Infrastructure Act (AWIA). While compliance with AWIA is only a requirement for water utilities, the assessment methodologies are equally applicable to wastewater systems and draw on similar standards to assess system resilience. The final project deliverable will be an RRA report for the wastewater system that will outline the risks and resilience to the system. The risk assessment draws on all parts of the wastewater system to provide adequate resilience for *all-hazards*, including malevolent acts and natural hazards. The RRA will consider the physical security, operational procedures, wastewater system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resilience of the wastewater system assets.

The RRA will incorporate applicable guidelines from the following American Water Works Association (AWWA) guidance documents, standards and resources, among others:

- Risk and Resilience of Water and Wastewater Systems AWWA
- J100-10 Security Practices for Operation and Maintenance, AWWA
- G430-14 Emergency Preparedness Practices, AWWA G440-17
- Source Water Protection, AWWA G300
- M19: Emergency Planning for Water and Wastewater Utilities Emergency Power Source Planning for Water and Wastewater AWWA
- Cybersecurity Guidance and Use-Case Tool

Staff have reviewed qualified firms with available continuing services contracts and ranked firms based on guidelines provided in F.S. 287.055(4). Ranking and subsequent Competitive "Compensation" Negotiation are attached for reference.

Staff recommend the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into an agreement with Carollo to provide a risk and resilience assessment in accordance with their Scope of Work dated August 29, 2024 in the amount of \$199,602.00 and a contingency amount of \$20,000.00"

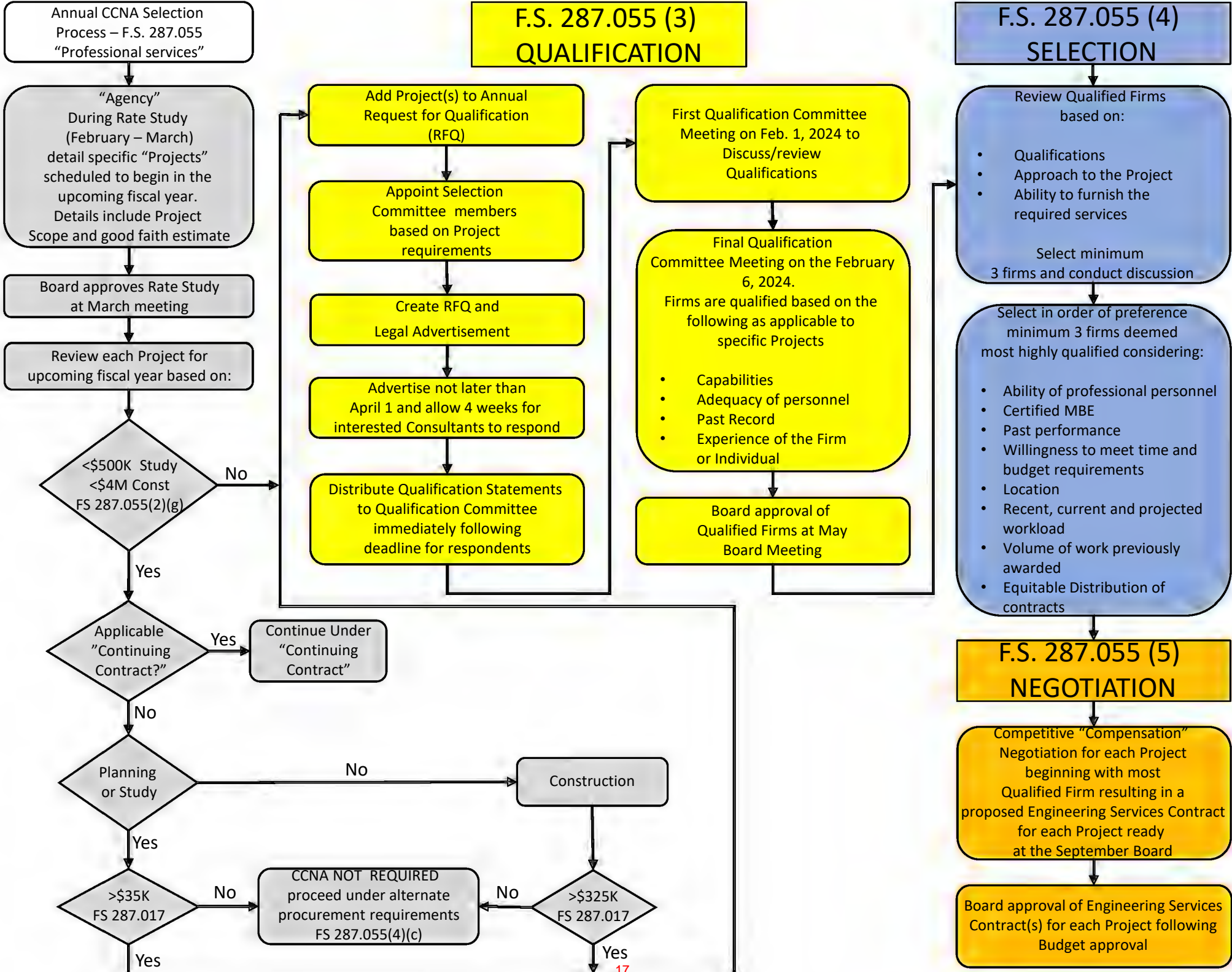
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F.S. 287.055 (3) QUALIFICATION

F.S. 287.055 (4) SELECTION

F.S. 287.055 (5) NEGOTIATION

Annual CCNA Selection Process – F.S. 287.055 “Professional services”

“Agency” During Rate Study (February – March) detail specific “Projects” scheduled to begin in the upcoming fiscal year. Details include Project Scope and good faith estimate

Board approves Rate Study at March meeting

Review each Project for upcoming fiscal year based on:

<\$500K Study
<\$4M Const
FS 287.055(2)(g)

Applicable “Continuing Contract?”

Planning or Study

>\$35K
FS 287.017

Add Project(s) to Annual Request for Qualification (RFQ)

Appoint Selection Committee members based on Project requirements

Create RFQ and Legal Advertisement

Advertise not later than April 1 and allow 4 weeks for interested Consultants to respond

Distribute Qualification Statements to Qualification Committee immediately following deadline for respondents

Continue Under “Continuing Contract”

Construction

CCNA NOT REQUIRED proceed under alternate procurement requirements FS 287.055(4)(c)

>\$325K
FS 287.017

First Qualification Committee Meeting on Feb. 1, 2024 to Discuss/review Qualifications

Final Qualification Committee Meeting on the February 6, 2024. Firms are qualified based on the following as applicable to specific Projects

- Capabilities
- Adequacy of personnel
- Past Record
- Experience of the Firm or Individual

Board approval of Qualified Firms at May Board Meeting

Review Qualified Firms based on:

- Qualifications
- Approach to the Project
- Ability to furnish the required services

Select minimum 3 firms and conduct discussion

Select in order of preference minimum 3 firms deemed most highly qualified considering:

- Ability of professional personnel
- Certified MBE
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current and projected workload
- Volume of work previously awarded
- Equitable Distribution of contracts

F.S. 287.055 (5) NEGOTIATION

Competitive “Compensation” Negotiation for each Project beginning with most Qualified Firm resulting in a proposed Engineering Services Contract for each Project ready at the September Board

Board approval of Engineering Services Contract(s) for each Project following Budget approval

**Selection Rank
RFQ 24-002-00132**

Date: 7/25/2024

Committee Member:	K. Dean								
Area of Operation:	Collections/Transmission, WWTF								
Project:	Risk and Resiliency								
Instructions:	See individual column headers								
FIRM	*ABILITY OF PROFESSIONAL PERSONNEL	PAST PERFORMANCE : Performance on District projects as Documented on Contractor Evaluation Reports. 30*(# Satisfactory Reports)/(Total # Reports). If firm has no contractor evaluation reports, 30 points.	RECENT, CURRENT AND PROJECTED WORK LOAD: Used to determine availability of proposed staff to timely performance of the work.	WILLINGESS TO MEET TIMING AND BUDGET REQUIREMENT S: FY25 Budget: \$500,000; FY25 Schedule - Completion by 9/30/2025	CERTIFIED MBE: 5 points for a certified minority business enterprise	LOCATION: 5 points for Palm Beach and Martin Counties, otherwise 0 points	VOLUME OF WORK PREVIOUSLY AWARDED/EQUITABLE DISTRIBUTION OF CONTRACTS: : \$ value of work awarded over previous 2 years, highest ranked 0 points, everyone else 5 points	Qualifying Contract with LRD for required Areas of Operation?	TOTAL
	40	30	10	5	5	5	5	Y/N	100
Carollo	40	30	10	5	0	5	\$0/5	Y**	95
Kimley-Horn	*not submitted	30	10	5	0	5	\$367,646/0	Y**	*50
ChenMoore	*not submitted	30	10	5	0	5	\$0/5	N	*55
Hazen and Sawyer	40	30	10	5	0	5	\$0/5	N	95
<p>**Only two firms listed above qualified under CCNA RFQ24-002-00132 for both areas of operation. Selection was performed from review of qualification statements submitted under RFQ 24-002-00132 and review of District records</p> <p>*Ability of professional personal was determined based on submitted Qualification Statements and the statement's focus on vulnerability and risk/resilience assessments. Points awarded do not imply any firm is unqualified for this work or to perform work for the District.</p>									



September 12, 2024

Mr. Kris Dean, P.E.
Deputy Executive Director
Loxahatchee River Environmental Control District (District)
2500 Jupiter Park Drive
Jupiter, FL 33458
Subject: Loxahatchee River District – Risk and Resilience Assessment
Scope of Work

Dear Mr. Dean:

SCOPE OF WORK

We appreciate the opportunity to support the Loxahatchee River Environmental Control District (District) with this proposal for a Risk and Resilience Assessment (RRA).

The District has identified the need to assess the overall resilience of its wastewater system, including the wastewater collection and treatment systems. This scope of work outlines Carollo's proposed approach to completing a Risk and Resilience Assessment (RRA) of the District's wastewater system following the approach outlined in the America's Water Infrastructure Act (AWIA). While compliance with AWIA is only a requirement for water utilities, the assessment methodologies are equally applicable to wastewater systems and draw on similar standards to assess system resilience. The final project deliverable will be an RRA report for the wastewater system that will outline the risks and resilience to the system. The District will not be required to certify completion of this RRA report to the Environmental Protection Agency (EPA). The risk assessment draws on all parts of the wastewater system to provide adequate resilience for *all-hazards*, including malevolent acts and natural hazards. The RRA will consider the physical security, operational procedures, wastewater system configuration, cybersecurity, and other relevant factors that contribute to the overall reliability and resilience of the wastewater system assets.

Delivery of the RRA scope of work will incorporate applicable guidelines from the following American Water Works Association (AWWA) guidance documents, standards and resources, among others:

- Risk and Resilience of Water and Wastewater Systems AWWA J100-10
- Security Practices for Operation and Maintenance, AWWA G430-14
- Emergency Preparedness Practices, AWWA G440-17
- Source Water Protection, AWWA G300
- M19: Emergency Planning for Water and Wastewater Utilities
- Emergency Power Source Planning for Water and Wastewater
- AWWA Cybersecurity Guidance and Use-Case Tool

The assessment will rely on information obtained from data requests, site visits, collaboration with District management, operations, maintenance, IT, and emergency response personnel. The intent is to build upon any previously identified vulnerabilities, conduct additional analyses to confirm and identify vulnerabilities, and develop mitigation and resilience strategies.

The subsequent sections provide additional detail for each of the proposed tasks that collectively address the all-hazard requirements of an AWIA level RRA.

Scope Tasks

- Task 1 – Project Management and Meetings
- Task 2 – Data Collection and Site Visits
- Task 3 – Risk and Resilience Assessment

Our team recognizes the need to collaborate with District staff in the execution and development of the RRA. Our previous experience has proven that often the process of creating and implementing a plan is as important and beneficial to the organization as the actual plan itself. District staff and other critical project stakeholders will need to be heavily involved throughout the project to give guidance, share expertise, provide historical perspectives, validate assumptions, and confirm that the direction of the assessment is consistent with the long-term direction of the utility.

Task 1 – Project Management and Meetings

Task 1.1 – Project Management, Communication, and Quality Control

Carollo will provide overall project management and communication between its staff, the subconsultant (Enterprise Protection Associates), and District staff. Carollo will track and manage the budget, project tasks, and schedule.

Carollo will provide monthly progress summaries that will include itemized listings of work completed and work that will be anticipated in the upcoming month. These summaries will be delivered in the form of a letter that will accompany the monthly progress payment request. Carollo will provide monthly updates to the project schedule via a shared schedule in Microsoft Project format.

Carollo's project manager will coordinate quality control and quality assurance review of the RRA report and accompanying appendices.

Task 1.2 – Kickoff/Visioning/Facility Prioritization Workshop

Carollo will facilitate a Project Kickoff/Visioning Meeting with District staff. The meeting will be designed to accomplish several objectives:

- Ensure the entire team has a thorough understanding of the key project goals and performance expectations.
- Develop an understanding of the extensive methodologies and guidance documents to be followed for the RRA.
- Confirm the schedule milestones and any required coordination with other on-going and/or future planning, design or construction efforts.
- Discuss the District's assets to better understand the specific materials, processes, information, and equipment that are to be protected and the operational priorities of each.
- Identify key project stakeholders.

- Discuss coordination with other District efforts.

Task 1.3 – Monthly Progress Meetings

Carollo will conduct monthly progress meetings to discuss the project status including plan development, required decisions, upcoming activities, budget status, and overall project schedule. Meetings will typically be conducted via Teams, workshops will be in person. Up to seven (7) meetings are planned as part of this task.

Task 1.4 – Stakeholder Meetings

As part of the kick-off meeting, the team will work with the District to schedule subsequent meetings with other key project stakeholders that may have critical input into the recommendations developed as part of the planning effort. These groups may include Board Members, Directors, O&M staff, IT staff, local law enforcement/first responders, and the U.S. Department of Homeland Security (DHS). Up to two formal (virtual) meetings are planned as part of this task.

Task 1 Deliverables

- Monthly progress reports (electronic)
- Monthly Microsoft Project Update (via shared schedule)
- Meeting agendas, materials, and minutes (electronic PDFs)

Task 1 Meetings

- Kickoff Workshop (2 hr, in-person)
- Progress meetings (up to seven, 30-minute virtual meetings)
- Stakeholder meetings (up to two 1-hour virtual meetings)

Task 2 – Data Collection and Site Visits

Task 2.1 – Data Collection

Carollo will submit an initial data request in advance of the project kick-off meeting. The request will include all available documentation related to security, emergency, and disaster response planning.

The initial data request will be discussed during the kickoff meeting and will likely lead to follow-up discussions and additional data requests. This information will be critical to promoting efficiency and facilitating discussion with key project stakeholders. Note that Carollo may already have some of the information required to complete the RRA and will collect this information prior to submitting the data request to minimize the District's efforts.

Task 2.2 – Site Visits

As part of the kick-off meeting and subsequent Workshop 1, Carollo will plan to visit the key representative District assets, not exceeding 20 District sites.

The site visits will be scheduled and completed during the same week as the kickoff and/or Workshop 1. Included as part of the 20 asset site visits are the following assets:

- 2500 Jupiter Park Drive (WWTF)
- Administrative Facilities

- WildPine Laboratory
- Master Lift Station (860 W. Indiantown Road)
- Lift Station 082 (201 Indiantown Road)
- Lift Station 114 (2600 Marcinski Road)
- Lift Station 070 (4960 Tequesta Drive)
- Lift Station 053 (801 N. Old Dixie Highway)
- Lift Station 291 (214 Cortona Blvd.)
- Intracoastal Crossings (LS066, Donald Ross, Marcinsky)
- River Crossings (Alternate A1A, Tequesta Drive, Island Way)
- C18 Crossing (Indiantown and Jupiter Country Club)
- Lift Stations serving Jupiter Medical Center (LS025, LS016 and LS223 (proposed))
- And other critical infrastructure identified through the data collection task.

Carollo will visit these sites with District personnel to better understand the assets being protected and their operational value. Carollo will document the results of each visit (including site photos) for use in the subsequent assessment effort.

Task 2 Deliverables

- Data request log (1 electronic PDF)
- List of prospective site visits (1 electronic PDF)
- Site visit reports (1 electronic PDF)

Task 3 – Risk and Resilience Assessment

As part of this task, Carollo will conduct an RRA of the District’s wastewater system. The RRA will follow the standard AWWA J100 process of analyzing system risk and resilience. Risk, as defined in the J100 standard, is a function of consequences, hazard frequency, or likelihood and vulnerability of a threat event. Resilience is the ability of an asset or system to withstand an attack or natural hazard without interruption of performing the asset or system’s function or, if the function is interrupted, to restore the function rapidly.

The RRA task will include a prioritization of threats, assets, and vulnerabilities of the wastewater system. The information gathered as part of Task 2 will serve as the baseline for the evaluation and any subsequent recommendations. The assessment is not comparable to a comprehensive condition assessment of all system assets, but instead emphasizes a holistic look at each critical site within the District’s wastewater system, including wastewater treatment plant and collection system sites.

The general methodology for the effort is outlined in the following series of subtasks – each serving an important role in identifying the existing threat, existing level of security, desired level of security, and the potential gap to be addressed. The intent of the effort will be to provide the District with the information needed to comply with the AWWA J100 and G430 requirements, as well as other applicable industry accepted standards provided by the American National Standards Institute (ANSI) and AWWA. Note that these documents are currently identified by AWWA as the best available standards for compliance with the AWIA requirements, however, compliance is not mandatory for wastewater systems. As such, the District will be voluntarily conforming to these standards through this project.

Task 3.1 – Characterize Assets

The goal of this task is to confirm and characterize the District’s wastewater system assets at the various sites identified in Task 2. In addition to any existing system assets, the team will work with your staff to identify any changes that may occur in the system over the next 5 to 10 years, which may impact the current operation or the ultimate recommendations of the plan. These changes may be associated with a new or modified asset, or may reflect changes in the operational approach which could impact the criticality of an asset.

This task also includes decisions regarding which facilities to include in the analysis process. The AWIA threat analysis only includes Critical Assets so only the assets identified as critical will be carried forward as part of the evaluation. Although the recommendations stemming from those critical sites will be applied to all similar asset types within the District and scaled appropriately depending on the asset.

In general, a critical asset is defined as one whose absence or unavailability would significantly degrade the ability of a utility to carry out its mission or would have unacceptable financial, political, or environmental consequences for the owner or community. As part of the evaluation, the team will consider each asset through three lenses:

- Human: Describes the severity of the human loss or injuries if that asset is attacked or contaminated.
- Financial: Describes the amount of money that the owner would have to spend to repair or replace that asset if it was attacked.
- Regional: Describes the effect on the surrounding community if they were unable to provide service due to an attack on that asset.

Each asset will be ranked with consideration for each of these factors and compared against the other assets. At the end of this step, the intent is to determine which assets, if compromised by malevolent or natural hazards would result in:

- Lengthy or widespread inability to complete the organization’s mission.
- Injuries, fatalities, or detrimental economic impacts to the District or associated communities.
- Unacceptable financial impact.

Throughout the process, the team will leverage and verify existing information including any previous Vulnerability Assessments, ERPs, and other security related information/documentation.

Significant input would be expected from the District personnel, both operations and management, in order to complete this task. Carollo will facilitate one (1) workshop to obtain necessary input from stakeholders. The intent is for this workshop to be in person and followed up with site visits during the same trip.

Task 3.2 – Characterize Threats

This task involves decisions on what threats and hazards to consider, and to specify these threats/hazards in enough detail to drive the risk/resilience analysis. Evaluations will be based on an all-hazards approach, which includes internal and external threats, such as disgruntled employees or employees engaged in criminal activities, cyber and financial related threats, as well as potential threats associated with natural disasters and proximity and dependency hazards. The J100 methodology will be employed to define threat-asset pairs, which are reference threats paired together with system assets.

Task 3.3 – Identify and Analyze Consequences

Consequence analysis estimates the losses that result from each specific threat or hazard when applied to each critical asset. The intent of this task is to estimate the human losses, economic losses, and service denials associated with each threat-asset pair identified for analysis in the previous task.

To accomplish this, the process involves making a worst reasonable case assumption in the analysis, i.e. what is the worst number of fatalities or injuries that could occur from a reasonable threat, based on a particular threat-asset pair? What is the potential financial loss for that pair? What could the service denial be? The answers are provided via “Consequence Bins,” which are sometimes rough estimates that must be determined through discussion with local personnel. Carollo will facilitate one (1) in-person workshop to develop the consequences for each critical threat-asset pair.

Task 3.4 – Vulnerability Analysis

This task provides an estimation of the likelihood that a threat or hazard, given it occurs, will cause the consequences estimated in the previous task. The vulnerability analysis will include both malevolent threats and natural hazards in the likelihood estimations.

The analysis is conducted for each threat-asset pair, by asking these questions:

- What existing security and resilience features are available?
- What gaps exist in the security or resilience profile that could be exploited?
- What weaknesses within the system would result in system failure because of a natural hazard?
- What is the probability or frequency expected of these consequences?

Since the methodology above considers only the most critical sites, a series of sub-steps are necessary for each high priority site. This task will consider the following sub-steps:

- Review of existing security and resilience profile, per site
- Analysis of the vulnerabilities
- Documentation of the methodology and results
- Recording of the vulnerability estimates as point estimates

This task, and subsequent risk analysis tasks, include a cybersecurity assessment utilizing the AWWA Cybersecurity Tool. The Cybersecurity Tool represents a voluntary, sector-specific approach for adopting the NIST Cybersecurity Framework. Carollo will provide a cybersecurity questionnaire to help collect data as part of the data collection task. This data will then be input into the tool to generate a prioritized list of recommended controls based on specific characteristics of the utility. The tool will help determine the District’s high-level cyber vulnerability and provide specific recommendations for the team to prioritize in subsequent RRA tasks.

Task 3.5 – Analyze Threats

As part of this task, Carollo will estimate the likelihood that a specific threat or hazard will occur for a given asset. This analysis will consider the historical frequency of both natural and man-made hazards. For natural hazards, the frequency can be estimated with readily available data from annexes to the AWWA J100 documentation. The malevolent hazard information is collected using one of several available measures, one of which represents a

best estimate from a knowledgeable and qualified team (i.e. the Carollo team working in concert with District staff).

Task 3.6 – Risk and Resilience Analysis

This task includes a calculation of both risk and resilience for specific threat-asset pairs. Carollo will use formulas taken from the AWWA J100 standard to establish a quantifiable level of risk and resilience for each asset pair. The outcome of this task is a numerical aggregation of risk and resilience factors for each threat-asset pair, which assumes that all the threats and hazards have been included and are mutually exclusive (i.e. no two will happen in the same year). Carollo will facilitate one (1) in-person workshop to review the risk analysis results with District staff. The subsequent district practices evaluation will be included with this risk results workshop.

Task 3.7 – Evaluation of District Practices

Carollo will obtain a majority of the required information associated with the District’s practices from prior tasks but will likely require additional information related to the District’s practices across the organization. The intent of this task is to fill in any gaps from the previous tasks and create a better picture of the District’s AWWA G340 conformance as part of the holistic view of system risk and resilience. The AWWA G430 standard outlines the minimum requirements for a security program promoting protection of employees, public safety, health, and confidence.

Task 3.8 – Risk and Resilience Management

Carollo will take the information from previous tasks and work with the team to reduce risks and enhance system resilience. This task will include a review of the estimated levels of risk and resilience, whether they are acceptable, and definition of countermeasures, consequence mitigation, and resilience options.

This task provides an overall management approach to the process that involves recalculating risk with a reduced number of vulnerability quantifiers based on the mitigation options selected. The task deliverable will be a recommended implementation schedule packaged as an excel spreadsheet with specific risk mitigation projects for each critical asset and the District as a whole. Each risk mitigation project will include a Class 5 implementation budget and review of life cycle costs. The team will review the District’s current capital improvements plan and determine opportunities to link risk mitigation projects with capital improvements projects at each site to promote budget and implementation efficiencies. Carollo will facilitate one (1) in-person workshop to review the risk management implementation findings.

Task 3.9 – Risk and Resilience Assessment Report

Using the information generated during the previous tasks, Carollo will develop a Risk and Resilience Report. The Risk and Resilience Report is anticipated to have the following chapters:

EXECUTIVE SUMMARY	Summarizes the key points of all RRA sections
INTRODUCTION	Outlines the District’s RRA goals and the planning methodology used for the risk and resilience assessment.
METHODOLOGY	Describes the AWWA J100 Methodology used to complete the RRA.

WATER SYSTEM CHARACTERISTICS	Provides an overview of the District’s wastewater system, including a summary of critical system assets and site visits.
RISK AND RESILIENCE ANALYSIS	Summarizes the results of the RRA using the AWWA J100 methodology. Subchapters include: <ul style="list-style-type: none">▪ Asset Characterization▪ Threat Characterization▪ Consequence Analysis▪ Vulnerability Analysis▪ Threat Analysis▪ Risk/Resilience Analysis▪ Risk/Resilience Management

The draft report will be submitted to the District staff for review. A virtual review meeting is planned to review the draft report and receive comments from District staff. Comments will be incorporated into the final RRA Report.

Task 3.10 – Board Presentation

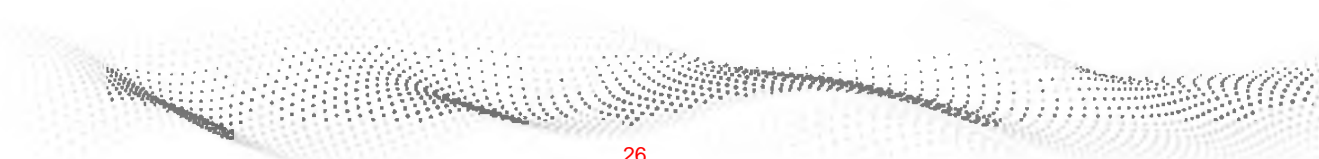
After delivery of the RRA, Carollo will prepare high-level project summary slides for inclusion in a board presentation. Key Carollo staff will attend the in-person workshop to help present, as needed, and provide any additional insights or feedback to answer board members' questions.

Task 3 Deliverables

- Meeting agenda, materials/handouts, and minutes, and comment log (1 electronic PDF for each)
- Workshop agenda and questionnaire for distribution leading up to 2 scheduled workshops for coordination with stakeholders.
- Draft RRA Report (1 electronic PDF)
- Final RRA Report with Appendices (1 electronic PDF)
- Board Presentation (1 electronic PDF, 1 electronic PowerPoint)

Task 3 Meetings

- Asset/Threat Characterization Workshop (4 hr, in-person)
- Consequence Analysis Workshop (4 hr, in-person)
- Risk/Resilience Results and District Practices Workshop (4 hr, in-person)
- Risk Management Workshop (4 hr, in-person)
- Board Meeting (in-person)



PROJECT SCHEDULE

The overall schedule for this work order is nine (9) months after notice-to-proceed. A detailed project schedule will be provided at the project Kickoff Meeting. This schedule will be incorporated into a shared Microsoft Project schedule to be updated by Carollo as part of the monthly reporting in Task 1.

COMPENSATION

We propose to conduct the requested work for the total lump sum fee of \$199,602. The fee estimate was developed from the level of effort and subconsultant costs detailed in Attachment A.

BASIS FOR SCOPE OF SERVICES AND COMPENSATION

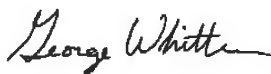
The scope and fee for this planning effort is based on the following assumptions:

1. District staff will provide electronic copies of all existing security, emergency response, and disaster planning information, as well as all other requested data to Carollo within 10 business days of the kick-off meeting, or as noted on the associated data collection form.
2. District staff will provide site plans of all assets for use in creating figures to support the planning reports in native or .PDF format.
3. District staff will assist Carollo in scheduling meetings with all relevant project stakeholders.
4. District staff will escort Carollo staff on all site visits.
5. District staff will provide comments on all draft documents within 10 business days of receipt.
6. Carollo will establish a secure file transfer system for document management associated with the project.
7. A Continuity of Operations Plan (COOP) and Emergency Response Plan (ERP) update is not included in this scope of services.
8. The proposed cyber security assessment will be designed to meet the requirements of AWIA using the AWWA Cybersecurity Tool. The effort does not include a SCADA Master Plan or any penetration testing of the system.

We appreciate the opportunity to continue to support you with this important project and look forward to working with the District. Please let us know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, INC.



George Whitten, PE.
Associate Vice President



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director

DATE: September 10, 2024

SUBJECT: Lift Station 050 Emergency Generator – Construction Contract Recommendation of Award

Lift Station 050 has been identified as a priority station for permanent emergency standby power installation. In January 2023 staff entered into a professional engineering services agreement with Holtz Consulting Engineers (HCE) for design, bid and design services. The ultimate design provides a permanent emergency stand by power installation as well as relocation/rehabilitation of major station components to accommodate the emergency standby power equipment inside the existing easement and Palm Beach County right of way.

This month we present the Recommendation of Award for the construction contract based on HCE's design. See attached Recommendation of Award.

Staff recommend the following motion:

“THAT THE DISTRICT GOVERNING BOARD award ITB 24-005-00135 to C&R Technical in the amount of \$279,000.00 in accordance with their Bid submitted on August 20, 2024 and a contingency amount of \$30,000.00”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



HOLTZ CONSULTING ENGINEERS, INC

August 29, 2024

Mr. Kris Dean, PE
Deputy Executive Director
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

**Subject: Lift Station 050 Emergency Generator Project - ITB#24-005-00135
Recommendation of Award to C&R Technical, LLC**

Dear Mr. Dean,

On August 20, 2024, at 2:00 p.m. bids were opened for the referenced project. There were (2) two bids accepted for the project as follows:

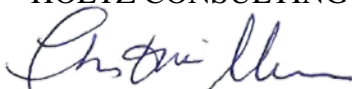
Bidder	Total Bid Amount	Acknowledged Addenda?	Included Original Bid Security?
C&R Technical, LLC	\$279,000	Y	Y
Hinterland Group, Inc.	\$382,400	Y	Y

The bids were reviewed by Holtz Consulting Engineers, Inc. (HCE) to evaluate whether the bids were responsive to the bid submittal requirements. The apparent low bidder was C&R Technical, LLC. with a Total Bid Amount of \$279,000. Their bid was reviewed and included the required bid bond in the amount of ten percent of their bid from an acceptable surety company according to the US Department of Treasury. The other forms and information required to be submitted with their bid appear to be in order. We therefore consider the bid submitted by C&R Technical, LLC. to be responsive.

Based upon reference checks, C&R Technical, LLC. has successfully completed or is nearing completion several lift station projects in Florida. C&R Technical, LLC. is a corporation in good standing with the Florida Department of State Division of Corporations. We therefore consider C&R Technical, LLC. to be a responsible bidder.

Based on the above information, Holtz Consulting Engineers, Inc. considers C&R Technical, LLC. to be the low responsive and responsible bidder and recommends that they be awarded the contract for the Lift Station 050 Emergency Generator project in the Total Bid Amount of \$279,000.

Sincerely,
HOLTZ CONSULTING ENGINEERS, INC.


Christine Miranda, PE
Vice President

Lift Station 050 Emergency Generator Project Bid Tabulation

August 20, 2024

				C&R Technical, LLC		Hinterland Group, Inc.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization/ Demobilization	1	LS	\$19,000.00	\$19,000.00	\$35,000.00	\$35,000.00
2	Record Drawings	1	LS	\$8,000.00	\$8,000.00	\$8,400.00	\$8,400.00
3	Preconstruction Video	1	LS	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
4	Demolition	1	LS	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00
5	Electrical Improvements	1	LS	\$32,000.00	\$32,000.00	\$50,000.00	\$50,000.00
6	Installation of Generator and Automatic Transfer Switch	1	LS	\$13,000.00	\$13,000.00	\$35,000.00	\$35,000.00
7	RTU Wiring and RTU Programming	1	LS	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00
8	New Concrete Slabs	1	LS	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00
9	Wetwell Improvements	1	LS	\$24,500.00	\$24,500.00	\$55,000.00	\$55,000.00
10	New Valve Vault, Piping, and Valves	1	LS	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00
11	Force Main Relocation	1	LS	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00
12	Adjust Existing Manhole	1	LS	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00
13	Asphalt Driveway	1	LS	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00
14	Landscaping, Sod, and Miscellaneous Restoration	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Bid Amount				\$279,000.00		\$382,400.00	



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Albrey Arrington, Ph. D., Executive Director
From: Bud Howard, Director of Information Services
Date: September 11, 2024
Subject: Payment Processing Services for FY2025; Account #: 40-42-5340

This request is to authorize a \$135,000 not-to-exceed purchase order to Edmunds GovTech, Inc. for estimated credit/debit card and eCheck payment transaction fees for FY2025.

Edmunds GovTech is our Customer Information System (CIS) that includes the eCheck and Credit/Debit card payments portal. Edmunds was selected by the District through RFP #22-004-000114 with a 5-year agreement that was approved by the Board in February 2022. The transaction fees in this request comply with that contract.

Based on data from the most recent 3 months of transactions, we estimate an annual total of nearly 44,000 credit/debit card transactions billed at 2% each, and 20,000 eCheck transactions at \$0.90 each.

Therefore, we offer the following motion:

“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a not-to-exceed purchase order to Edmunds GovTech, Inc., for eCheck and credit/debit card payment transaction fees for a total authorization of up to \$135,000 for FY2025.”

Stephen B. Rockoff

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Gordon M. Boggie

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

Clinton R. Yerkes

BOARD MEMBER



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

DATE: September 11, 2024

DEPARTMENT: Customer Service - Bud Howard, Director of Information Services

BUDGET: Printing and Mailing services budgeted item for FY2025
Postage Account # 40-42-5420 – Not to exceed \$84,000
Printing Account # 40-42-5340 – Not to exceed \$25,000

DESCRIPTION:

This request is to authorize a \$109,000 not-to-exceed purchase order to Professional Mail Services Inc. (PMSI) for printing, mailing, and postage of quarterly sewer bills, past due notices, and other high-volume correspondence for FY2025.

PMSI is the printing and mailing partner of Edmunds GovTech that the District selected through RFP #22-004-000114 in February 2022, and is integrated with the new Edmunds customer information system that we implemented last December. The charges in this request are in accordance with the Edmunds/PMSI contract. The total \$109,000 authorization is split between estimated costs for postage at \$84,000 (77%), and printing at \$25,000 (23%).

While postage fees are exempt from the District's procurement process, we bring this to the Board for approval to provide full transparency of the magnitude of these annual costs.

Therefore, we offer the following suggested motion:

“THE DISTRICT GOVERNING BOARD authorizes the Executive Director to approve a \$109,000 not-to-exceed purchase order to Professional Mail Services Inc. for printing, mailing, and postage for FY2025.”

Stephen B. Rockoff

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Gordon M. Boggie

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

Clinton R. Yerkes

BOARD MEMBER



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

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MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 13, 2024
SUBJECT: FISCAL YEAR 2025 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR BIOSOLIDS HAULING SERVICES WITH MERRELL BROS., INC.

The amount included in the District's FY 2025 budget is sufficient to cover the amount of this request.

In August 2023, the District's Governing Board entered into an agreement with Merrell Bros., Inc. The contract provides for the hauling of dewatered biosolids from the District's Wastewater Treatment Plant (WWTP) to the Solid Waste Authority biosolids drying and processing facility. The terms of the agreement included an initial period of two (2) years from October 1, 2023 through September 30, 2025. The initial period covers services during Fiscal Year's 2024 and 2025. The agreement also provides for, at the sole option of the District, the extension of the agreement for up to three (3) additional one-year periods following the initial period.

It is the opinion of staff that Merrell Bros., Inc. has done a satisfactory job, and we support continuing our contract for Fiscal Year 2025 (October 1, 2024 through September 30, 2025) under Year 2 of the initial two (2) year agreement period. Per the executed contract agreement, all contract unit prices are fixed during the initial agreement period, so there will be no change in the unit cost rate for Fiscal Year 2025.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Merrell Bros., Inc. in accordance with the contract specifications and their bid dated August 31, 2023, for the offsite hauling of dewatered biosolids for Fiscal Year 2025 in an amount Not-to-Exceed \$185,000.00"

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

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BOARD MEMBER



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director
 FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
 DATE: SEPTEMBER 13, 2024
 SUBJECT: FISCAL YEAR 2025 – ANNUAL PURCHASE ORDER FOR SLUDGE PROCESSING AND DISPOSAL WITH SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

The amount included in the District’s FY 2025 budget is sufficient to cover the amount of this request.

The District processes and dewateres biosolids onsite which are then hauled to the Solid Waste Authority of Palm Beach County (SWA) Biosolids Processing Facility (BPF) for further treatment and disposal. The SWA BPF employs a heating process which dries and converts the biosolids to a pelletized form which is then distributed as a Class AA biosolids fertilizer. The terms of the District’s agreement with SWA require the District to pay a unitized cost for Operation and Maintenance (O&M) of the BPF. The unitized cost is determined annually and is based on the estimated biosolids tonnage to be processed at the facility by all participating members and the estimated operating cost of the BPF.

SWA provided a unitized treatment cost of \$77.26/ton for FY2025. This represents a 0.4% *decrease* below the Fiscal Year 2024 unitized cost of \$77.54.

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Solid Waste Authority of Palm Beach County for the processing and disposal of biosolids at the Biosolids Processing Facility for Fiscal Year 2025 in accordance with the Interlocal Government Agreement for Biosolids Processing in an amount Not-to-Exceed \$1,000,000.00.

Stephen B. Rockoff
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Kevin L. Baker
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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: AUGUST 13, 2024
SUBJECT: FISCAL YEAR 2025 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR CHLORINE WITH BRENNTAG MID-SOUTH

The amount included in the District's FY 2025 budget is sufficient to cover the amount of this request.

Chlorine disinfection is an essential part of the District's wastewater treatment plant system and more specifically the production of Irrigation Quality (IQ) Water.

District Staff issued a competitive bid solicitation in accordance with the District's procurement policy for the Supply of Liquid Chlorine (ITB No. 24-009-00139). A total of two (2) bids were received on August 29, 2024. The Bid amounts submitted were as follows:

1. Brenntag Mid-South (Brenntag) \$1,501.00/ton
2. Allied Universal Corporation (Allied) \$1,515.45/ton

Upon receipt of the Bids, District Staff reviewed and evaluated the Bid received from the apparent low bidder (Brenntag) to confirm conformance with the Bid specification requirements including the District's Contractor Management Policy. Staff has determined that Brenntag meets the minimum requirements stipulated in the Bid specifications and have the experience and facilities for the Supply of Liquid Chlorine to the District. The FY 2025 unitized cost represents a 19.43% **decrease** when compared to the FY 2024 unitized cost of \$1,863.00/ton. It is estimated that the District will utilize approximately 100-tons of chlorine during Fiscal Year 2025.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Brenntag Mid-South for the Supply of Liquid Chlorine, in accordance with District ITB No. 24-009-00139 for the period of October 1, 2024 through September 30, 2025, in an amount Not-to-Exceed \$155,000.00."

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
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Clinton R. Yerkes
BOARD MEMBER



Item 5H

Purchase of Odor Control Services (Evoqua)
– will be presented at the October Board meeting





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MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 13, 2024
SUBJECT: FISCAL YEAR 2025 – ANNUAL PURCHASE ORDER AUTHORIZATION FOR SOLIDS DEWATERING POLYMER WITH POLYDYNE, INC.

The amount included in the District's FY 2025 budget is sufficient to cover the amount of this request.

The District utilizes a cationic emulsion polymer (Clarifloc SE-1021) manufactured by Polydyne, Inc. to enhance the sludge dewatering processes at its wastewater treatment plant (WWTP). The addition of polymer upstream of the belt filter press dewatering units is a critical component of the biosolids process.

Staff desires Board approval to piggy-back an existing contract through the City of Tarpon Springs. Polydyne, Inc. was recently awarded a contract (City of Tarpon Springs, ITB No. 240098-B-AS) for the supply of cationic emulsion polymer. The City's contract allows Polydyne, Inc. to extend the pricing, terms and conditions to the District with Polydyne, Inc.'s consent. The term of the City of Tarpon Springs contract is for an initial five-year period of September 3, 2024 through September 2, 2029, with one potential three year renewal option after the initial term. The unit rate of polymer for the City of Tarpon Springs contract is \$1.65/lbs. This is approximately 15% higher than the FY24 contract unit rate of \$1.43/lbs. The City's contract does not include provisions for an annual rate adjustment, as such the unit rate shall be fixed for the entire contract period.

Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Polydyne, Inc. for the supply of cationic emulsion polymer, in accordance with a "piggy-back" of City of Tarpon Springs ITB No. 240098-B-AS for the period commencing on October 1, 2024 through September 30, 2025, in an amount Not-to-Exceed \$115,000."

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

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BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 13, 2024
SUBJECT: FISCAL YEAR 2025 – ANNUAL PURCHASE ORDER FOR ANNUAL LANDSCAPE SERVICES WITH TERRACON SERVICES, INC.

District Staff issued a competitive bid solicitation in accordance with the District's procurement policy for Lawn and Landscape Maintenance Services (ITB No. 24-008-00138). The contract provides the annual landscape services necessary for the complete maintenance of the lawn and landscaped areas at specific District Facilities, including the plant site at 2500 Jupiter Park Drive, designated lift/pump station sites, the River Center and the District's 20-acre parcel located in Jupiter Farms.

A total of two (2) bids were received on August 30, 2024. The Bid amounts received were as follows:

1. Terracon Services, Inc. (Terracon) \$73,021.35/year
2. Mainguy Landscape Services \$87,000.00/year
3. Cutting Edge Property Maintenance \$165,000.00/year

Upon receipt of the Bids, District Staff reviewed and evaluated the Bid received from the apparent low bidder, Terracon, to confirm conformance with the Bid specification requirements including the District's Contractor Management Policy. Staff has determined that Terracon meets the minimum requirements stipulated in the Bid specifications and have the experience, staffing and equipment required to perform the required annual lawn and landscape maintenance services.

The terms of the agreement includes an initial two (2) year contract period which will cover services during Fiscal Year's 2025 and 2026. The agreement also provided, at the sole option of the District, the extension of the agreement for up to three (3) additional one-year periods. Prices will remain firm for the initial contract period. At the beginning of each of the three annual renewal periods, price adjustments will be considered based on the June CPI-U, as published by the Bureau of Labor Statistics.

The amount included in the District's FY 2025 budget is sufficient to cover the amount of this request. Staff recommends the following motion:

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute an annual purchase order to Terracon Services, Inc. in accordance with the contract specifications and their bid dated August 30, 2024, for the annual landscape service for Fiscal Year 2025 in an amount Not-to-Exceed \$73,021.35, as well as a contingency amount of \$5,000.00"

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
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BOARD MEMBER

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BOARD MEMBER



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
 From: Kara Fraraccio, Director of Finance and Administration
 Date: September 13, 2024
 Subject: Authorize FY2025 Fuel Procurement

Staff is requesting Board approval to purchase bulk fuel (i.e., off-road diesel, on-road diesel, and unleaded gasoline) from Palmdale Oil Company during the fiscal year 2025 for the following not to exceed quantities:

Diesel No. 2	40,000 Gallons
Unleaded Fuel	1,500 Gallons

*These expected annual quantities are based on historical usage trends.

For an amount not to exceed \$160,000.

Staff desires Board approval to piggy-back an existing contract through the City of Port St. Lucie. Palmdale Oil Company was previously awarded a contract (PSL ITB #20180128) for the supply of diesel, gasoline, heating and emergency generator fuel. The City's contract allows Palmdale Oil Company to extend the pricing, terms and conditions to the District with Palmdale Oil Company's consent. The current term of the City of Port St. Lucie contract is July 1, 2023 through July 1, 2028. Fuel costs to be paid by the District to Palmdale Oil Company will be determined on the daily DTN FastRacks rack averages for Orlando Padd 1 Report, plus or minus a firm fixed price increment for the contract period as indicated below.

Premium Unleaded	(+) 0.3327
Diesel #2	(+) 0.1385
Diesel #2 Red Dye	(+) 0.1385

The following motion is suggested for approval:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute a purchase order to Palmdale Oil Company for the supply of bulk fuel, in accordance with a “piggy-back” of the City of Port St. Lucie ITB No. 20180128 in an amount Not-to-Exceed \$160,000, for the fiscal year 2025.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
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Clinton R. Yerkes
BOARD MEMBER



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2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. ALBREY ARRINGTON, Ph.D., Executive Director
FROM: JASON A. PUGSLEY, P.E., Operations – Plant Manager
DATE: SEPTEMBER 13, 2024
SUBJECT: FRONT END WHEELED LOADER PURCHASE – CASE POWER & EQUIPMENT
VIA PIGGY-BACK OF SOURCEWELL CONTRACT

In the performance of their duties, Maintenance Staff regularly utilize a front-end wheeled loader (loader) to perform specific maintenance and corrective tasks at the District's wastewater treatment plant site. The District's existing front-end loader was manufactured in the Year 2001 (23 years old) and has served the District well. During a recent repair, it was determined by the manufacturer's service representative that the existing loader had experienced a catastrophic transmission failure. After evaluating the costs to rebuild or replace the transmission, it became apparent that the cost to perform the necessary repairs significantly exceeded the current market value of the existing loader. Given this assessment, as well as the condition and age of the existing loader, Staff determined that replacement of the loader was warranted. As part of the purchase, the manufacturer has offered a trade-in value of \$26,000.00 for the existing loader in its current, non-operable condition. It is Staff's opinion that this trade-in value exceeds the likely auction value given the age, condition and operational status of the existing loader. Additionally, the trade-in agreement does not include the District owned, 2.75-cubic yard bucket attachment. The District will retain the existing bucket attachment for use on the new loader unit.

This purchase is a budgeted capital expense for Fiscal Year 2025 in the amount of \$200,000.00.

Staff recommends the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the purchase of the referenced front-end loader from Case Power & Equipment Florida using the piggy-back of Sourcwell (formerly NJPA) Contract No. 011723-CNH-1 in the amount of \$182,327.00.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



**POWER &
EQUIPMENT
FLORIDA**

SOURCEWELL BID

CUSTOMER INFORMATION:

LOXAHATCHEE RIVER ENVIROMENTAL CONTROL DISTRICT

2500 JUPITER PARK DRIVE
JUPITER, FL 33458
ATTN: ROBERT WARD

DEALERSHIP

CASE POWER & EQUIPMENT FLORIDA

1150 BARNETT DRIVE
LAKE WORTH, FL 33461

tom.klink@casepowered.com

Sourcewell Contract Number: #011723-CNH-1

Retail Offer Valid to: 10/31/2024

Description: 621G2 Z Bar

UNITS OFFERED		SOURCEWELL FINAL PRICE	\$208,327.00
Unit # 1 621G2 ZBAR TS T4F		CASE LIST PRICE	\$276,367.00
Vehicle / Quote Number:	Case Pool Unit	SOURCEWELL DIS.	\$78,696.00
Sales Order Number:	0087488947	CREDIT FOR BUCKET.	\$6,000.00
VIN/Serial #:	TBD	INSTALL JRB 416 COUPLER.	\$3,350.00
Asset #	TBD	FACTORY FREIGHT	\$8,756.00
Financed By	Net 30 Days	MACHINE PREDELIVERY	\$4,550.00
Rate Type		TRADE IN 621C JEE0124940	\$26,000.00
		TOTAL.	\$182,327.00
		MACHINE IS SOLD WITH JRB STYLE COUPLER ONLY, NO BUCKET! CUSTOMER TO USE CURRENT ATTACHMNTS. CUSTOMER TO PAY REPAIR INVOICE AT CPE SHOP.	

** FINANCE RATES AND TERMS SUBJECT TO CHANGE AT THE END OF EACH MONTH. RATES SHALL BE



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
FROM: D. ALBREY ARRINGTON, Ph.D. 
DATE: AUGUST 1, 2024
SUBJECT: GIRL SCOUTS PARTNERSHIP AGREEMENT

Loxahatchee River District staff take the environmental stewardship portion of our mission seriously. One of our greatest contributions to environmental stewardship is through successful environmental education programming where we train the next generation to understand, respect, and value natural resources within the Loxahatchee River watershed. Our environmental education staff and the partnerships they have assembled are at the center of our environmental education efforts, and one of our most successful environmental education partnerships has been with the Girl Scouts of Southeast Florida, Inc.

Every year since 2018 the LRD Governing Board has authorized execution of a Partnership Agreement with the Girl Scouts of Southeast Florida, Inc. Once again, The Girl Scouts of Southeast Florida, Inc. Partnership Agreement is up for renewal.

Our environmental education staff anticipate offering the following Girl Scout programs in 2024-2025: (1) Girl Scout Way Campfire; (2) Trail Adventures; (3) Home Scientist; and (4) Fish Like a Girl. Historically, these programs have been well attended and deemed highly successful by our environmental education staff, Girl Scout staff, and participants.

Mr. Shenkman, LRD legal counsel, has reviewed and approved the Partnership Agreement. Because we have had such a successful partnership with the Girl Scouts of Southeast Florida, Inc., I request your approval of the following motion:

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute the Partnership Agreement with the Girl Scouts of Southeast Florida, Inc. for 2024-2025.”

Stephen B. Rockoff
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Program Partnership Agreement

Greetings from Girl Scouts of Southeast Florida!

We are excited to provide you and your organization with an opportunity to partner with our local Girl Scout Council. We will work together to provide programs and opportunities to help fulfill the Girl Scout Mission: To build girls of courage, confidence, and character, who make the world a better place.

Girl Scouts is the world's preeminent organization dedicated to developing leadership in girls. In Girl Scouts, they partner with inspiring adults to design fun and challenging activities that empower them to discover, connect, and take action around issues that they care about. Our Program Partnership Agreement allows us to clearly articulate our requirements for implementing quality programs for girls, as well as sharing the benefits of partnering with GSSEF.

Inside this guide, you will find information on:

- Our Council and The Girl Scout Program
- Program Development and Planning
- Insurance, Safety, and Integrity
- Marketing and Promotion
- Program Partnership Commitment
- Program Summary
- Program Checklist

We look forward to working with you!



Heather L. Hileman, MBA

Senior Vice President of Mission Delivery

Office: 561-815-1804

hhileman@gssef.org

Girl Scouts of Southeast Florida, Inc.

Administrative Headquarters

6944 Lake Worth Road

Lake Worth, FL 33467

www.gssef.org

Our Council and The Girl Scout Program

Dedicated to this specific area of work, GSSEF employs five dedicated staff:

Director of Girl Experience	Katie Buckley-Jones	kbuckley-jones@gssef.org
Girl Experience Manager	Brooke Schreiber	bschreiber@gssef.org
Girl Experience Manager	Gab Menke	gmenke@gssef.org
STEM Program and Education Manager	Mia Ramsey	mramsey@gssef.org
Outdoor Program and Education Manager	Kate Goosey	kgoosey@gssef.org

GSSEF serves six counties: Broward, Palm Beach, Martin, Okeechobee, St. Lucie and Indian River. Our Administrative Headquarters is centrally located in Lake Worth, Florida. GSSEF also maintains three camp properties: Camp Welaka in Tequesta, FL; Camp Nocatee in Clewiston, FL; and Camp Telogia in Parkland, FL.

Organizations located outside our Council's jurisdiction may be eligible to partner with GSSEF when programs are offered at locations in the jurisdiction, or virtually.



The Girl Scout Leadership Experience (GSLE) is what we use to achieve our mission. In simple terms, our GSLE is what Girl Scouts do and how they do it.

Our GSLE is a collection of engaging, challenging, and fun activities that includes earning badges, going on trips, selling cookies, exploring science, getting outdoors, doing community service projects – and MUCH more!

The Girl Scout Leadership Experience includes four pillars:



STEM



Life Skills



Outdoors



Entrepreneurship

The Girl Scout Grade Levels are:

- Daisy Girl Scouts, grades K – 1st
- Brownie Girl Scouts, grades 2nd – 3rd
- Junior Girl Scouts, grades 4th – 5th
- Cadette Girl Scouts, grades 6th – 8th
- Senior Girl Scouts, grades 9th – 10th
- Ambassador Girl Scouts, grades 11th – 12th

Girl Scouts and their families can register and participate in programs in two ways:

- As members of a Troop
- As individual members

Program Development and Planning

Scheduling

Together, GSSEF staff and partners work to select the date(s), time(s) and location(s) for each program. Additionally, the team will discuss the applicable grade levels and capacity logistics prior to scheduling programs.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • Ensure program dates are positioned within the calendar to maximize registration 	<ul style="list-style-type: none"> • Work with GSSEF to determine the Girl Scout Grade-Level(s) best suited for the program • Set the minimum and maximum capacity for a program • Set the minimum number of registrations to avoid cancellation • Determine adult supervision required

Registration

Participant registration is handled by GSSEF and conducted through our online registration system.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • Track registrations and update partner of progress when registration closes and upon request • Verify Girl Scout membership status • Collect fees, which may include an administrative fee per participant • Set registration in collaboration with the partner, prior to scheduling programs • Notify registrants if the program cancels for any reason and process refunds (if applicable) • Email confirmation letter with any special information needed (such as: safety guideline/waivers/permissions) to registrants in advance of the program • Email registrant roster to the partner in advance of the program • Pay partner fees due, based upon receipt of invoice and roster; these are due within seven business days of the program and paid within seven business days, unless agreed upon differently with the partner 	<ul style="list-style-type: none"> • Provide GSSEF with specific permission forms, waivers or photo release forms, etc. • Notify GSSEF staff if an emergency cancellation must occur (i.e. inclement weather) • Use the roster to verify in-person participants • Document and add any additional participants who arrived and took part in the program (SEE "ADDITIONAL PARTICIPANTS") • Return the attendee roster to GSSEF within seven business days of the program • Provide invoice based on registration count within seven business days of the program, unless agreed upon differently with GSSEF • Provide a W-9 form in order to receive first payment from GSSEF

Cancellation

While uncommon, program cancellation does occur.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • Provide partners with our cancellation policy and procedure • Publish alternate cancellation policies, should the partner’s policies differ from GSSEF • Accept refunds requests only until 14 days before the scheduled program • Notify registrants of a cancellation via email • Provide refunds to registrants within 30 days of the cancellation date • Cancel all programs that are located in areas where a Hurricane Watch and/or Hurricane Warning have been issued for a span of dates in which the program is scheduled • Provide exceptions to the 14-day return request policy in the event of a medical emergency; documentation may be requested 	<ul style="list-style-type: none"> • Provide your cancellation policy, if different from GSSEF's cancellation policy, prior to scheduling programs • Provide GSSEF with an on-site contact person (with phone number) who will be available for discussing any unexpected concerns or issues on the day of the scheduled program • Abide by the GSSEF cancellation policies • Opt to cancel an program due to threat of inclement weather that may jeopardize the safety of our members • Contact the designated GSSEF staff member immediately in the event of an unexpected cancellation

Additional Participants

Sometimes Girl Scouts, troops, and “extra” family members show-up to the program without prior registration. This is not a practice endorsed by GSSEF. GSSEF does not require partners to accommodate unregistered participants; this is at the discretion of the partner to determine if they can/will accommodate the people/persons.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • Discourage unregistered participants from going to programs with the expectation that they will be accommodated • Collect payment(s) for unregistered participants that are accommodated at the program • Pay partner fees due, based upon the invoice and roster of unregistered participants, provided these are received within seven business days of the program (SEE “REGISTRATION”) 	<ul style="list-style-type: none"> • Reserve the right to accommodate or prohibit unregistered participants who arrive for the program • Document unregistered participants who took part in the program on the roster with first and last name and a phone number • Notify unregistered participants who arrived and took part in the program that they will be contacted by GSSEF for collection of payment • Return the complete roster and invoice to GSSEF within seven days of the program when unregistered participants are accommodated • Treat Girl Scouts and additional unregistered participants politely and respectfully at all times; especially in cases when the partner will not allow additional participants and is offering the explanation

Photography

Should partners wish to take photographs, video, and/or make recordings of our members, GSSEF requires use of a separate photo release form. This is required should partners wish to utilize images on social media platforms as well.

GSSEF will:	Partner will:
<ul style="list-style-type: none">• Provide the partner’s photo release form to registrants, prior to the program, as well as directions on how/when to return it	<ul style="list-style-type: none">• Provide the photo release form to GSSEF registrants at the time of scheduling• Require only the name of the minor child as the intended photo subject, name of adult completing the release and the date; partners are prohibited from requesting any contact information from our members• Keep the photo release documentation on file

Girl Scout Brand

Girl Scouts is a well-loved and iconic brand. Few brands are able to be identified by a color or shape like the Girl Scout brand. All Girl Scout products and the images and phrases featured on our products serve to raise Girl Scout brand voice, mission, and visibility.

Girl Scouts has the sole and exclusive right by virtue of its Congressional Charter, 36 U.S.C. § 80106 et. seq., to have and use all service marks, trademarks, emblems, badges, descriptive or designating marks and words used in carrying out its program and is the owner of the GIRL SCOUTS name, service mark, and trademark, and of all other associated names, marks, slogans, insignias, logotypes, designs, fonts, program titles, program content, patch images, badge images and artwork.

GSSEF is the exclusive local brand owner. Partners are permitted to use of the Girl Scout brand with preapproval from GSSEF. This includes, but is not limited to, digital or printed materials, brochures, or other marketing collateral that is produced for the purpose of marketing services and activities. Additionally, use of the Girl Scout brand on community partner websites or social media outlets is permitted with preapproval. Upon expiration or termination of a partnership, all use of the Girl Scout brand must be removed.

Members are referred to as “Girl Scouts.” The business is referred to as a “Girl Scout Council” or “Girl Scouts of Southeast Florida.” Use of capital letters are demonstrated here and expected for use. Use of the word “scouts” (noun) or words “The Scouts” (proper noun) referring to members and use of the word “scouting” (verb) referring to an action or activity are strictly prohibited. Activities may be referred to as “Girl Scouting” when an action verb is needed.

With the execution of the partner agreement, GSSEF allows the partner to utilize our brand assets to showcase the partnership through co-branding opportunities. GSSEF does not permit co-branding or participating in co-activities with organizations considered to be direct competitors. These organizations include, but are not limited to:

- Indian Princesses and Y-Guides (operated through the YMCA)
- Boy Scouts of America or local Boy Scout Councils (also operated as Scouts BSA)
- Girls, Inc.

Privacy and Personal Information

Member information is the property of GSSEF. Protecting the integrity of their data and the privacy of our members is a priority.

Partners are prohibited to collect member information at Girl Scout activities for any purpose. Partners are prohibited from contacting our Girl Scout members for any reason.

The only exception for requesting information is for Photo Release; in this case, partners may request names only. (SEE “PHOTOGRAPHY”)

Insurance, Safety, and Integrity

Insurance

Partners must submit a current certificate of insurance annually verifying that the organization has a reasonable amount of general liability coverage for the programs. By carrying adequate liability insurance, the partner can accept the responsibility for the actions of its staff and volunteers. GSSEF may not be able to work with a potential partner whose programs are not covered adequately by liability insurance.

The partner must submit a Certificate of Insurance annually naming GSSEF as a certificate holder. A valid certificate of insurance includes:

- A minimum total per occurrence limit of \$1,000,000
- If providing transportation as part of the program, the COI must also include at least \$1,000,000 of automobile coverage
- Scheduled program falls within policy period shown
- Certificate holder name as: Girl Scouts of Southeast Florida, Inc., 6944 Lake Worth Road, Lake Worth, FL 33467

If your organization is self-insured, send documentation such as Certificate of Insurance (COI) or other proof of insurance coverage, to verify this. If your organization is not providing insurance, but the location of the program is providing coverage, please send a copy of the location's liability insurance such as a COI.

Safety

Nothing is more important than ensuring the health and safety of girls, whether they're engaged in a real-world program or exploring online. Girl Scouts works hard to build safety consciousness in adults, staff, volunteers, girls and with our partners. This diligence is intended to ensure proper supervision, prevent accidents and incidents and maintain program resources.

GSSEF expects our partners to work with us to ensure the health and safety of our members – as well upholding the standards and integrity of the Girl Scout Promise and Law at programs.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • Provide applicable Girl Scout safety standards, policies, and procedures • Record all reported safety concerns or incidents • Follow internal policies and procedures regarding disciplinary actions with members regarding a safety concern or incident • Provide necessary follow up with members 	<ul style="list-style-type: none"> • Read applicable Girl Scout safety standards, policies, and procedures provided by GSSEF • Know and report the signs or concerns of abuse to a child (see “REPORTING OF ABUSE”) • Provide a stocked first aid kit at the location of an program • Provide a currently certified first aid/CPR adult

<p>regarding a safety concern or incident</p> <ul style="list-style-type: none"> Facilitate the utilization of insurance resources, for members involved in an incident, through all applicable providers 	<p>on-site (if applicable)</p> <ul style="list-style-type: none"> Troops are required to provide a certified first aid/CPR volunteer with girls, at the program. However, if the program is for individuals (i.e. not Troop registration), the partner is required to provide a certified first aid/CPR adult on-site Document any safety concerns or incidents by providing situational details with the names of those involved, including witnesses and their contact information is not on the roster, to the GSSEF staff member in writing, within one day of the incident Contact emergency services (i.e. 9-1-1) in an emergency situation, and then, Contact the designated GSSEF staff member via cellular phone, as soon as the participant's immediate health and safety have been addressed appropriately
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Adult Supervision

Girl Scouts has a strict standard that whenever girls meet, whether in person or virtually, there are to be two unrelated adults, one of whom is female, supervising girls. This applies to every Girl Scout gathering including troop meetings (online and virtual), day trips, camp, sleep away travel, events, programs, and projects.

Our Adult Supervision requires two unrelated adults, ONE of which MUST be female, for every: Plus, one adult for each additional:

- | | |
|--|--|
| <ul style="list-style-type: none"> 6 Daisy Girl Scouts (grades K-1) 12 Brownie Girl Scouts (grades 2-3) 16 Junior Girl Scouts (grades 4-5) 20 Cadette Girl Scouts (grades 6-8) 24 Senior/Ambassador Girl Scouts (grades 9-12) | <ul style="list-style-type: none"> 4 Daisy Girl Scouts 6 Brownie Girl Scouts 8 Junior Girl Scouts 10 Cadette Girl Scouts 12 Senior/Ambassador Girl Scouts |
|--|--|

Reporting of Abuse

Florida state law requires any individual who suspects that a child or vulnerable adult has been abused, neglected or abandoned by any person to report that to the Florida Abuse Hotline. GSSEF strictly adheres to Florida Statute 39 regulated by the Florida Department of Children and Families, and it is therefore a requirement of our partners to adhere to the Statute as well.

According to Florida Statute 39, a “Child” is defined as an unmarried person less than 18 years old who has not been emancipated by order of the court; and “Abuse” on a child is defined by Florida law as any willful or threatened act or omission that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the person’s physical, mental, or emotional health to be significantly impaired.

GSSEF will:	Partner will:
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<ul style="list-style-type: none"> • Provide access and explanation of Florida Statute 39 regulated by the Florida Department of Children and Families • Provide access to the Florida Abuse Hotline at 1-800-96-ABUSE (1-800-962-2873) • Make the report should the partner feel uncomfortable doing so • Record all reported concerns 	<ul style="list-style-type: none"> • Acknowledge Florida Statute 39 regulated by the Florida Department of Children and Families • Know and understand the signs of abuse on a child • Report concerns by calling the Florida Abuse Hotline at 1-800-96-ABUSE (1-800-962-2873), or • Contact the GSSEF staff member to make the report if you are uncomfortable doing so
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Weather

The safety of our members is the most important consideration, both during the program and when traveling to and from it.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • In the event weather or water conditions preclude the program from occurring, GSSEF will contact the partner to setup a make-up date 	<ul style="list-style-type: none"> • Abide by the GSSEF cancellation policies regarding dangerous weather • Will reschedule an program due to threat of inclement weather or water conditions that may jeopardize the safety of our members • Contact the designated GSSEF staff member immediately in the event of an unexpected postponement

Impact of a Hurricane Watch or Warning on Girl Scout Programs

The safety of our Girl Scout members is our highest priority. Hurricane season begins June 1 and ends November 30 (annually). When the National Weather Service issues a Hurricane “Watch” or “Warning” for any geographic portion of our Council’s jurisdiction during any time period for which a program is scheduled, it will be automatically postponed. When the National Weather Service lifts the Hurricane “Watch” or “Warning,” and GSSEF operations have resumed, together we will determine if the program can be rescheduled. Tropical Storm “Watch” or “Warning” will be handled on a case-by-case basis.

Adherence to the Girl Scout Promise and Law

It is the standard and procedure of GSSEF to provide all volunteers, members, employees and girls with an environment free from forms of harassment and characterized by dignity, respect, courtesy, and conduct that is in alignment with the principals of the Girl Scout Promise and Law. GSSEF expects our partners to work with us to ensure members uphold these standards when attending programs.

Part of being an effective and responsible Girl Scout adult member or volunteer includes being an appropriate role model. Girls learn about leadership and appropriate health and safety standards directly and indirectly from the adults around them.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • Provide access and explanation of the Girl Scout Promise and Law • Provide access and explanation of the GSSEF Code of Conduct • Record all reported concerns or incidents • Follow internal policies and procedures regarding disciplinary actions with members regarding Code of Conduct • Provide necessary follow up communication with members regarding concern or incidents 	<ul style="list-style-type: none"> • Read the Girl Scout Promise and Law • Read and ensure the standards in the GSSEF “Code of Conduct” are met (Check www.gssef.org and search for words “Volunteer Policies and Procedures” to access the most recent version) • Document concerns or incidents by providing situational details with the names of those involved, to the GSSEF staff member in writing, within one (1) day of the incident • Contact the designated GSSEF staff member via cellular phone immediately in the event of an egregious breach of the Girl Scout Promise and Law or GSSEF “Code of Conduct”

Marketing and Promotion

Marketing

GSSEF actively promotes programs through a wide-range of successful marketing tools. It is our objective to share the opportunities offered exclusively for Girl Scout members.

Regular marketing and promotion of programs utilizes year-round interactive and trackable tools, supported by our in-house marketing team of professionals. Our GSSEF marketing tools currently include:

- Monthly e-newsletter to registered members and subscribers
- Social media channels
- Council’s website, online Activities Calendar

GSSEF will determine which of the marketing tools will be implemented for each individual program. Partners may opt to create promotional assets, too. If so, partners are required to follow the standards set forth in the “Girl Scout Brand” section of the packet, as well as the following requirements.

GSSEF will:	Partner will:
<ul style="list-style-type: none"> • Utilize applicable marketing tools described in the packet to reach the desired registration capacity for programs • Approve partner-produced promotional materials prior to production or distribution (SEE “GIRL SCOUT BRAND”) 	<ul style="list-style-type: none"> • Request approval of promotional materials regarding partner programs prior to production or distribution • Request approval prior to using the Girl Scout brand with additional brands, other than that of the specific single named partner, such as logos for funders or other collaborators. (This includes digital platforms like website or social media pages) • Abide by the limitations regarding “co-branding” (SEE “THE GIRL SCOUT BRAND”)

- | | |
|--|--|
| | <ul style="list-style-type: none">• Refer to members as “Girl Scouts”• Refer to the business as a “Girl Scout Council” or “Girl Scouts of Southeast Florida”• Refrain from use of the word “scouts” (noun) or the words “The Scouts” (proper noun) when referring to members• Refrain from use of the word “scouting” (verb) referring to an action or activity; activities may be referred to as “Girl Scouting” when an action verb is needed |
|--|--|

Program Partnership Commitment

The relationship between Girl Scouts of Southeast Florida, Inc. and partners is voluntary and can be dissolved at any time for non-compliance with our safety and risk management standards, insurance requirements, and actions that do not align with the mission and values of Girl Scouts.

The authorized individual should initial each item to verify that the partner organization understands these requirements and will work to adhere to the information and standards stated in the "Program Partnership Agreement" document. Print, sign and date the bottom of this Commitment.

Failure to comply with the standards and expectations set forth, or included, in the "Program Partnership Agreement" will result in the immediate termination of the partner relationship which will include termination of a currently signed agreement(s), cancellation future/scheduled programs and may include legal action.

My/Our organization aligns with Girl Scouts in its efforts to make Girl Scouting available to all girls and adults, regardless of race, ethnicity, religion, age, national origin, gender, veteran status, sexual orientation, marital status, or the presence of any physical, sensory, or mental disability (provided that the participant can safely undertake the program).

I/We have read and understand this GSSEF "Program Partnership Agreement" and agree to comply.

I/We have read and understand this Program Partnership Agreement is valid for a period not to exceed one year, beginning: _____ (start date, xx/xx/xxxx) and ending: _____ (final date: xx/xx/xxxx).

I/We have read and understand the applicable GSUSA "Safety Activity Checkpoints" and agree to comply.

I/We have read and understand the applicable GSSEF "Volunteer Policies and Procedures" and agree to comply.

I/We have included a current certificate of general liability insurance. Scheduled Program Providers should carry at least \$1,000,000 in general liability coverage.

I/We understand that GSSEF cannot guarantee attendance for a program.

I/We understand that GSSEF will pay the partner the agreed price per person for the registered number of participants, based upon the invoice, provided within seven days of the activity.

I/We acknowledge that a W-9 Request of Taxpayer Identification Number & Certification form is required in order to receive payment from GSSEF.

I/We have included a copy of the waiver/agreement that will be distributed to parents/guardians of girls attending events. (Initial here, only if applicable).

I/We have included a photo release form. (Initial here, only if applicable)

Partner Business Name: _____ Representative Name: _____

Contact Email: _____ Contact Phone: _____

Authorized Representative Signature and Date: _____

Program Summary

Partner Business Name: _____

Contact Name: _____

Contact Email: _____ Contact Phone: _____

Program Name: _____

In-person: (venue address) _____

(or)

Virtual: (platform used) _____

Program date(s): _____

Program time(s): (include time zone) _____

Girl Scout member only program (or) Family program

Check all Girl Scout grade levels that apply:

Daisy (K-1) Brownie (2-3) Junior (4-5) Cadette (6-8) Senior (9-10) Ambassador (11-12)

Partner fee: Child: _____ (and, if applicable) Adult: _____

Minimum registration required: _____ (and) Maximum registration allowed: _____

Registration open date: _____ (and) Registration close date: _____

Waiver/Photo Release required

Badge earned/patch given: _____ Included in partner fee

Specific clothing, equipment, supplies or proficiencies required: _____

(continues on next page)

Description of program: _____

Learning objectives/expected outcomes: _____

Any additional info needed for this program: _____

Program Checklist

The following must be provided to GSSEF:

- Signed Program Partner Commitment (page 12)
- Certificate of Insurance (COI) with GSSEF listed as additional insured
- Signed W-9 form
- Waiver/Photo Release (if applicable)
- Logo/promotional images for marketing use
- Program Summary information for every potential program

Girl Scout Promise

On my honor, I WILL TRY:
to serve **GOD** and **MY COUNTRY**,
to **HELP** people **AT ALL TIMES**,
and to live by the **GIRL SCOUT LAW**.

Girl Scout Law

I will do my best to be
HONEST and **FAIR**,
FRIENDLY and **HELPFUL**,
CONSIDERATE and **CARING**,
COURAGEOUS and **STRONG**, and
RESPONSIBLE for what I **SAY** and **DO**,
and to
RESPECT MYSELF and **OTHERS**,
RESPECT AUTHORITY,
use **RESOURCES WISELY**,
make the **WORLD** a **BETTER PLACE**, and
be a **SISTER** to every **GIRL SCOUT**.

Girl Scout Mission

GIRL SCOUTING BUILDS
girls of **courage, confidence**
and **character**, who make the
world a better place.

ADMINISTRATIVE HEADQUARTERS
6944 LAKE WORTH ROAD
LAKE WORTH, FL 33467
561.427.0177 • GSSEF.ORG



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director

FROM: Kris Dean, P.E., Deputy Executive Director

DATE: September 10, 2024

SUBJECT: County Line Road Utility Relocations – Interlocal Agreement with the Village of Tequesta

Martin County has scheduled the replacement of the County Line Road Bridge over the North Fork of the Loxahatchee River. The District has a 12" IQ main attached to the bridge. To accommodate Martin County's replacement project the District entered into an agreement In October 2022 with Kimley-Horn for engineering design and construction services for a directional drill installation under the North Fork of the Loxahatchee River.

The Village of Tequesta has a 12" raw water main and an 8" potable water main also on the bridge. Kimley-Horn also completed the engineering design for relocation of the Village's utilities via directional drill.

Permitting and design for both the Village's and District's projects is complete. Discussions with the Village have led to a proposed interlocal agreement that would combine construction of the two projects to optimize construction costs. To facilitate combining the two projects the Village and District will need to enter into an interlocal agreement and the District will need to amend Kimley-Horn's work authorization to include the additional services.

The interlocal agreement and amendment define the efforts required to combine the two projects, define each party's responsibilities and share of costs. The interlocal agreement inclusive of Change Order 002 to the District's work authorization with Kimley-horn are attached for reference. Under the interlocal agreement the District will manage the consultant and construction contract. The Village will reimburse the District for costs of the Village's facilities and the Village's pro rata share of general conditions.

Staff recommend the following motion.

"THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to enter into the Interlocal Agreement with the Village of Tequesta for the County Line Road Utility Relocations and execute Change Order 002 to Kimley-Horn's County Line Road Utility Relocations Engineering Services Work Authorization upon execution of the interlocal agreement by the Village of Tequesta."

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

**INTERLOCAL AGREEMENT BETWEEN
THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
AND
THE VILLAGE OF TEQUESTA
FOR JOINT PARTICIPATION AND PROJECT FUNDING**

THIS Interlocal Agreement, (hereinafter “Agreement”), is made as of _____ (date) by and between the Loxahatchee River Environmental Control District, a special district independent governmental entity existing under the laws of Florida, (hereinafter “DISTRICT”), and the Village of Tequesta, a political subdivision of the State of Florida, (hereinafter “VILLAGE”), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, the DISTRICT and VILLAGE are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their power by enabling them to cooperate with other agencies on a basis of mutual advantage; and

WHEREAS, Martin County Public Works Department has notified the DISTRICT and the VILLAGE that the County Line Road Bridge is being replaced.

WHEREAS, the DISTRICT has prepared plans and specifications for the County Line Road Reclaimed Water Main Relocation, herein referred to as the DISTRICT PROJECT; and

WHEREAS, the VILLAGE has prepared plans and specifications for the County Line Road 8” Water Main and 12” Raw Water Main Relocation, herein referred to as the VILLAGE PROJECT; and

WHEREAS, the DISTRICT and VILLAGE declare that it is in the public’s interest to combine their respective relocations as part of the DISTRICT PROJECT and VILLAGE PROJECT under one contract, herein referred to as PROJECT;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and VILLAGE do hereby agree as follows:

1. The recitals set forth above are true and correct and are hereby adopted and incorporated herein by this reference.
2. DISTRICT shall execute a single Professional Engineering Services Work Authorization with Kimley-Horn and Associates. The scope of this contract shall be mutually agreeable to the DISTRICT and VILLAGE and shall encompass the PROJECT.
3. DISTRICT shall provide Bidding Assistance, Construction Administration and Resident Project Representation to the PROJECT as defined in EXHIBT A, Professional Engineering Services Work Authorization – County Line Road Utility Relocations.

Interlocal Agreement

4. DISTRICT and VILLAGE Professional Engineering Services costs shall be based on respective costs as defined in EXHIBIT A.
 5. DISTRICT shall provide one (1) PDF of Final plans and specifications for review and comment by VILLAGE. VILLAGE will provide approval or written comments back to DISTRICT within 14 calendar days of Final plans and specifications submittal.
 6. DISTRICT shall produce Bid Documents from the Final plans and specifications which shall encompass the full PROJECT.
 7. DISTRICT's standard Bidding and Contract Requirements will be used for bidding and contract purposes and have been reviewed and approved by VILLAGE, and are attached as Exhibit B.
 8. DISTRICT shall Bid the project pursuant to DISTRICT's Procurement Policy.
 9. DISTRICT shall execute a single Construction Contract with the lowest responsive, responsible bidder pursuant to the DISTRICT's Procurement Policy.
 10. DISTRICT shall administer, construct, and inspect the Project in accordance with the Bidding and Contract Requirements, Plans and Technical Specifications.
 11. DISTRICT and VILLAGE construction costs shall be based upon actual respective costs using contract unit prices, actual constructed quantities, and/or equitable pro rata distribution of such costs (e.g., for General Conditions). Equitable pro rata distribution for DISTRICT shall be calculated as follows ($[\text{DISTRICT Construction Costs less General Conditions} / \text{Total Construction Costs less General Conditions}]$ multiplied by $[\text{General Conditions}]$) and equitable pro rata distribution for VILLAGE shall be calculated as follows ($[\text{VILLAGE Construction Costs less General Conditions} / \text{Total Construction Costs less General Conditions}]$ multiplied by $[\text{General Conditions}]$) unless otherwise agreed to in writing by DISTRICT and VILLAGE. Quantities will be measured by the DISTRICT with concurrence by the VILLAGE.
 12. DISTRICT shall obtain written approval from the VILLAGE in advance of any change orders that increase the cost attributable to the VILLAGE. Approval shall not be unreasonably withheld. The VILLAGE shall be responsible for change order costs attributable to the VILLAGE including any costs associated with the VILLAGE'S failure to approve change orders in a timely manner.
 13. VILLAGE shall make provision for independent inspection of all work related to their infrastructure prior to Engineer's Certification of Completion, if such inspection is desired by VILLAGE.
 14. Upon receipt of Engineer's Certification of Completion,
-

Interlocal Agreement

- a. DISTRICT shall issue a Bill of Sale for raw water main and potable water main and appurtenances, and VILLAGE shall accept ownership and operation of each;
 - b. DISTRICT will retain responsibility to repair raw water and potable water mains defects due to materials or workmanship throughout the one (1) year Maintenance Bond period.
 15. At the end of the one (1) year Maintenance Bond period all responsibility for repair and maintenance of the raw water and potable water mains shall automatically be transferred to VILLAGE.
 16. DISTRICT will invoice the VILLAGE on a periodic basis during bidding and construction of the PROJECT. The VILLAGE agrees to provide to DISTRICT reimbursement funding for documented costs for the PROJECT. Upon DISTRICT'S submission of acceptable documents needed to substantiate their costs for the PROJECT, VILLAGE will reimburse DISTRICT within thirty (30) days of receipt of all required documents. DISTRICT shall submit all invoices to the VILLAGE identifying the work completed, including DISTRICT'S total expenditure for the PROJECT, and identifying the amount attributable to the work completed on behalf of the VILLAGE. DISTRICT shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the VILLAGE within fourteen (14) calendar days of request by the VILLAGE.
 17. VILLAGE and DISTRICT shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The VILLAGE and DISTRICT shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by VILLAGE and/or DISTRICT, VILLAGE and/or DISTRICT shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.
 18. VILLAGE and DISTRICT are and shall be, in the performance of all work, services and activities under this Agreement, Independent Contractors and not employees, agents or servants of the other party. All VILLAGE employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to VILLAGE's sole direction, supervision, and control. All DISTRICT employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to DISTRICT's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.
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Interlocal Agreement

19. VILLAGE does not have the power or authority to bind the DISTRICT in any promise, Agreement or representation.
 20. DISTRICT has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE. All of the services required herein under shall be performed by DISTRICT or its contractor, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of DISTRICT'S personnel, Contractors and all subcontractors while on DISTRICT premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.
 21. The VILLAGE and DISTRICT recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the VILLAGE and DISTRICT shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the VILLAGE and/or DISTRICT'S negligence in connection with the PROJECT and the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the VILLAGE or DISTRICT to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.
 22. All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the VILLAGE or the DISTRICT are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated. However, once the PROJECT has been awarded to the DISTRICT contractor, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that the sufficient funds are not available for the construction of the Project.
 23. The parties expressly covenant and agree that in the event any party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.
 24. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.
 25. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:
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Interlocal Agreement

All notice to the DISTRICT shall be sent to:

D. Albrey Arrington, Ph.D., Executive Director
Loxahatchee River Environmental Control District
2500 Jupiter Park Drive
Jupiter, FL 33458

All notice to the VILLAGE shall be sent to:

Jeremy Allen, Village Manager
Village of Tequesta
345 Tequesta Drive
Tequesta, FL 33469

Utilities Department
C/O Utilities Director
345 Tequesta Drive
Tequesta, FL 33469

26. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
27. This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. 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 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.
28. Any waiver by any Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.
29. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more strictly against one of the parties than the other.
30. VILLAGE and DISTRICT agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, and familial status, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. DISTRICT will ensure that all contracts let for the Project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Interlocal Agreement

31. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
32. A copy of this Agreement shall be recorded with the Palm Beach County Clerk of Court.
33. This Agreement may be terminated by any party to this Agreement upon sixty (60) days written notice to the other party, except as otherwise addressed in this Agreement. However, once the Construction Contract (Section 9) has been executed by the DISTRICT Governing Board, the Construction Contract shall be prosecuted to completion and this Agreement shall be binding upon the parties and no party shall have the right to terminate the subject Agreement.
34. If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.
35. VILLAGE and DISTRICT agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.
36. The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this Agreement or the completion of the PROJECT, shall survive such termination or Project completion and inure to the benefit of the Parties.
37. The term of this Agreement shall be effective on the date of execution of this Agreement by all parties.

Interlocal Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

VILLAGE OF TEQUESTA
BY ITS
TOWN COUNCIL

LOXAHATCHEE RIVER DISTRICT
BY ITS
GOVERNING BOARD

Molly Young, Mayor

Stephen B. Rockoff, Chairman

ATTEST:

ATTEST:

VILLAGE CLERK (DATE)

DISTRICT CLERK (DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

VILLAGE ATTORNEY

DISTRICT ATTORNEY

VILLAGE Date: _____

DISTRICT Date: _____

**Exhibit A:
Professional Engineering Services Work Authorization – County Line Road Utility Relocations
Change Order 002**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
ENGINEERING SERVICES WORK AUTHORIZATION
COUNTY LINE ROAD UTILITY RELOCATIONS – Change Order 002
District and Tequesta Shared Construction Services

Change Order 002 to this work authorization authorizes Kimley-Horn and Associates, Inc. to perform work set forth herein and is issued pursuant to The Professional Engineering Services Agreement (20-001-PROFSERVICES), between the Loxahatchee River Environmental Control District (“Client” or “District”) and Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”), dated September 30, 2020 (“Agreement”). All terms and conditions of said Agreement are hereby incorporated and made part of this Work Authorization.

PROJECT UNDERSTANDING

Kimley-Horn recently completed design and permitting activities for the District to relocate their existing 12-inch IQ main that is attached to the north side of the County Line Road bridge. This work was performed under District P.O. No. 23-0162 which includes bidding, construction administration, project management and resident project representative services for construction of District utilities. Kimley-Horn also performed design and permitting services for the Village of Tequesta (“Village”) under a separate Village Work Authorization for the relocation of their existing 12-inch water main and 8-inch potable water main that is attached on the south side of the bridge. The Village’s work authorization with Kimley-Horn did not include bidding, construction administration, project management and resident project representative services for construction of Village utilities.

The District and the Village have mutually agreed to work jointly on this project, with the District taking the lead role through an Interlocal Agreement for the bidding and construction administration/inspection services. The expanded scope of services noted below are incorporated into the District’s existing work authorization via change order and include additional requirements for integration of the two projects and additional effort for bidding, construction administration, project management and resident project representative services for construction of Village utilities.

SCOPE

Kimley-Horn will perform the following additional services under County Line Road Utility Relocations – Change Order 002:

DISTRICT/VILLAGE RELATED WORK

It is the intent of work to be performed under Task 2.4a below that it be shared by the District and the Village as outlined in the Interlocal Agreement.

Task 2.4.a Combined Plans/Specifications

The Consultant will merge the District design plans and the Village design plans into a single set of plans for bidding purposes. The combined set of design plans will include a revised Title Sheet, a revised Kep Map, and renumbering of the plan set accordingly. It is the Consultant's intent to keep the two sets of design plans separate for ease of use in regulatory certifications, but still be a functional and readable set of plans for the prospective contractor. The Consultant will also merge the District and Village Technical Specifications into a single document using the District's latest upfront documents. The Schedule of Bid Items and associated Measurement and Payment sections of the specifications will be revised accordingly, keeping the respective bid items of work separate for clarity in identifying District and Village obligations.

VILLAGE RELATED WORK

The Consultant's original design Work Authorization excluded any bidding assistance, construction administration, project management and resident project representative services. Under this District Work Authorization, the Consultant will provide the additional services outlined below under Task 5.1, 6.1, 7.1 and 8.1.

Task 5.1 Bidding Assistance

Kimley-Horn will prepare up to four (4) addendums to address contract questions. Kimley-Horn will also prepare a bid tabulation of bid results, evaluate the bids and the apparent low bid contractor, make a recommendation of award and attend the Village Council meeting when the project award is being presented.

Task 6.1 Construction Administration

Kimley-Horn shall prepare conformed documents (plans and specifications) for the District's use in the execution of the contract with the contractor. In addition, Kimley-Horn shall perform the following.

- Review shop drawings and submittals for their conformance of the design documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice, sequences, or procedures of construction or to related safety precautions. It is assumed that approximately six (6) submittals will be reviewed. Kimley-Horn will strive to complete the reviews within ten (10) working days.
- Review and recommend approval of contractor monthly pay requests, up to six (6) pay requests. The Consultant will prepare a cover page to each pay request, identifying the Village and District cost obligation for that pay request being approved.
- Review and recommend for approval up to two (2) contractor requests for change orders.
- Review contractor provided record drawing information.
- Prepare the Substantial Completion forms as required by the construction contract.
- Prepare a final punch list of contractors required contract items for completion of the work.
- Prepare the appropriate regulatory completion/certifications forms required by the issuing agency to close out the project.

- Confirm that all required punch lists identified are completed prior to preparing final close out documents and final pay application approvals.
- Prepare Final Pay Application and coordinate submittal of all close out documents to the District as outlined in the Bidding and Contract Requirements.

Task 7.1 Resident Project Representative

Kimley-Horn will provide the following construction observation.

- Provide part-time on-site construction observation with the other remaining observation time being performed by Village staff. Assuming a 5-month construction schedule, with 4-months of actual construction activities, it is assumed that three (3) site visits per week will be made by Kimley-Horn, at 3-hours per visit, in addition to be on-site during pipe fusing, drilling operations and pipe pullback. Site visits will also include, pipe flushing, pipe pressure tests and site walk-throughs for development of a punch list.

Task 8.1 Project Management

Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. Kimley-Horn will perform a technical review of deliverables, in accordance with standards, prior to transmitting them to the Client. Under this Task, the Consultant will be responsible for overall coordination and oversight of the project execution. The task includes monthly reporting, monthly invoicing, project financials, enter subcontracts, and start the Project kick-off within 14 calendar days upon receiving the Notice to Proceed, along with coordinating the project progress meetings throughout the duration of the project.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the District, will be considered additional services to this Work Authorization and will be performed based on subsequent Work Authorizations approved prior to performance of the additional services.

INFORMATION AND SERVICES PROVIDED BY THE DISTRICT

Kimley-Horn assumes that all information provided by the District can be relied upon in the performance of professional services. The following information shall be provided to Kimley-Horn and/or the following services will be performed by the District.

- Assistance during construction to supplement the Kimley-Horn inspector on District utilities. Kimley-Horn recognizes that District staff are trained on inspection requirements for District utilities but are not trained on inspection requirements for other utilities

ASSUMPTIONS

The CONSULTANT has made the following assumptions in the development of this scope of services:

1. The District or Village will pay for all permit related fees.
2. Kimley-Horn will coordinate with the Village staff for inspection of their portion of the work.

SCHEDULE

The term of the contract is for approximately 6 - months from the issuance date of the Purchase Order. Unless indicated otherwise, Kimley-Horn shall commence work within ten (10) days after receiving the fully executed contract/Purchase Order.

Task Name	Duration
DISTRICT/VILLAGE RELATED WORK	
Task 2.4.a Combined Bid Documents	30 Days
VILLAGE RELATED WORK	
Task 5.1 Bidding Services	Per District Bid Guidelines
Task 6.1 Construction Administration	150 Days
Task 7.1 Resident Project Representative	Occurs during Task 6.1 work
Task 8.1 Project Management	On-going

COMPENSATION

The total amount to be paid by the District to Kimley-Horn for County Line Road Utility Relocations inclusive of Change Order 002 is detailed in the attached Engineering Fee Distribution showing Original District Fee, Distribution of Fees between District and Village based on Change Order 002 and Total Compensation for all tasks inclusive of Change Order 002.

Accepted by:

Loxahatchee River Environmental
Control District

Kimley-Horn and Associates, Inc.

D. Albrey Arrington, Ph.D.
Executive Director



Michael F. Schwartz, P.E.,
Sr. Vice President

Date: _____

9/11/2024
Date: _____

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
ENGINEERING SERVICES WORK AUTHORIZATION**

COUNTY LINE ROAD UTILITY RELOCATIONS – CHANGE ORDER 002
District and Tequesta Shared Construction Services

ENGINEERING FEE DISTRIBUTION

1. Lump Sum Fee

Task Name	Original District Fee	District Portion Change Order 002	Tequesta Portion Change Order 002	Total Compensation inclusive of Change Order 002
Task 1.1 Site Survey	\$9,200.00	\$9,200.00	\$0.00	\$9,200.00
Task 1.2 Geotech Serv	\$10,340.00	\$10,340.00	\$0.00	\$10,340.00
Task 1.3 Subsurface Survey	\$8,200.00	\$8,200.00	\$0.00	\$8,200.00
Task 2.1 30% Plans	\$13,255.00	\$13,255.00	\$0F.00	\$13,255.00
Task 2.2 60% Plans	\$15,620.00	\$15,620.00	\$0.00	\$15,620.00
Task 2.3 90% Plans	\$12,480.00	\$12,480.00	\$0.00	\$12,480.00
Task 2.4 Final Plans	\$7,130.00	\$7,130.00	\$0.00	\$7,130.00
Task 2.4.a Combined Plans/Specs	\$0.00	\$3,700.00	\$3,700.00	\$7,400.00
Task 3 Permitting Serv	\$26,580.00	\$26,580.00	\$0.00	\$26,580.00
Task 4 Martin County Coord	\$5,200.00	\$5,200.00	\$0.00	\$5,200.00
Task 5 Bidding Serv	\$9,980.00	\$5,988.00	\$3,992.00	\$9,980.00
Task 5.1 Bidding Serv	\$0.00	\$0.00	\$2,950.00	\$2,950.00
Task 6 Const Admin	\$47,996.00	\$33,597.00	\$14,399.00	\$47,996.00
Task 6.1 Const Admin	\$0.00	\$0.00	\$28,400.00	\$28,400.00
Task 8 Project Management	\$14,550.00	\$14,550.00	\$0.00	\$14,550.00
Task 8.1 Project Management	\$0.00	\$0.00	\$4,350.00	\$4,350.00
TOTAL LUMP SUM AMOUNT	\$180,531.00	\$165,840.00	\$57,791.00	\$223,631.00

2. Hourly Not to Exceed Amount

Task Name	Original District Fee	District Portion Change Order 002	Tequesta Portion Change Order 002	Total Compensation inclusive of Change Order 002
Task 7 Resident Project Representative (NTE)	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00
Task 7.1 Resident Project Representative (NTE)	\$0.00	\$0.00	\$32,450.00	\$32,450.00

**Exhibit B:
LRECD Bidding and Contract Requirements**

**CONTRACT DOCUMENTS &
TECHNICAL SPECIFICATIONS**

FOR

LOXAHATCHEE RIVER DISTRICT



**COUNTY LINE ROAD UTILITY
RELOCATIONS**

ITB# []

[Date]

Prepared by:

**COUNTY LINE ROAD UTILITY RELOCATIONS
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SECTION NO. TECHNICAL SPECIFICATIONS

APPENDICES

NOTICE TO CONTRACTORS

Bids will be received by the Loxahatchee River Environmental Control District (the “District,”) via DemandStar until **2:00 p.m. local time on [Date]**. Any Bids received after **2:00 p.m. local time on [Date]**, will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and read aloud on **[Date] at 2:00 p.m. local time** in the Governing Board room of the District, 2500 Jupiter Park Drive. The Work to be performed is located at [Address] , and consists of furnishing all labor, tools, materials, and equipment necessary for the installation of a [Project Name] as shown on the Contract Plans and Specifications and as specified herein to include:

ITB #[]
[PROJECT NAME]
[Project Description]

The District reserves the right to determine material elements of the Bid and to award the Contract, if at all, to the lowest, qualified, responsive, and responsible Bidder. The District further reserves the right to reject any and all Bids; to not proceed with the Project; and/or to waive any irregularities contained in a Bid.

A pre-bid conference will be held at 2:00 p.m., local time on **[Date]** via Microsoft Teams. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. This meeting will be recorded. If a bidder downloads Bid Documents from the District’s website the bidder must send a request to be included in the pre-bid conference meeting invite to purchasing@lrecd.org. All contractors planning to submit Bids on this Project are encouraged to attend.

Bid Documents may be downloaded at the District’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or from DemandStar. Bid Documents will be available on **[Date]** after 8:00 a.m. local time. The Bid Documents are made available on the above terms solely for the purpose of obtaining Bids and do not confer a license or grant for any other use.

Character and amount of security to be furnished by each Bidder are stated in the Instruction to Bidders. The Bidder shall hold its Bid open for acceptance by the District for a period of not less than ninety (90) calendar days following the date of the Bid opening.

This solicitation has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this bid electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to respond to this solicitation. Bids shall be submitted on or before the date and time specified.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Steven B. Rockoff, Chairman

INSTRUCTIONS TO BIDDERS

ARTICLE 1

1. The following defined terms shall govern this Section and all other Contract Documents unless otherwise noted in the Contract Documents:
 - a. “Bid” shall mean the documents that comprise the submission for the Work of this Project.
 - b. “Bid Period” shall mean the time period from when the Bid Documents will become available to the deadline for submitting Bids.
 - c. “Bidder” shall mean one who submits a Bid directly to the District, as distinct from a sub-bidder, who submits a Bid to the Bidder.
 - d. “Bid Documents” include the Advertisement for Bids, Instructions to Bidders, Proposal, Questionnaire, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipts of Bids).
 - e. “Change Order” shall mean a written change, addition, or deletion to the Contract Documents signed by both Contractor and the District.
 - f. “Contract” shall mean the agreement between the Successful Bidder and the District for performance of the Work.
 - g. “Contract Documents” shall mean all documents electronic or hard copy that comprise the agreement of the parties related to the Project. The Contract Documents include the Notice to Contractors, Instructions to Bidders, Proposal, Questionnaire, Bid Security, Contract, Public Construction Bond, Sworn Statement of Public Entity Crimes, Opinion of District’s Attorney, Releases of Liens, Special Conditions, General Conditions, Technical Specifications, Standard Details and Plans, Plans and Specifications including all modifications, addenda, and Change Orders contained in any documents before or after execution of the Contract.
 - h. “Contract Sum” shall mean the total amount due to Contractor as a result of the Work performed on the Project, including any amounts due as a result of Change Orders.
 - i. “Contract Time” shall mean the time to complete the Project as set forth in the Contract Documents. Reference to “days” shall mean calendar days unless otherwise noted.
 - j. “Contractor” shall mean the Successful Bidder with whom the District enters into a contract for the Work.
 - k. “County” shall mean Palm Beach County or Martin County, as may be applicable.
 - l. “Defective” shall mean the Work does not conform to the Contract Documents or does not meet the requirements of any applicable inspection, reference standard, test, or approval.

EXHIBIT B

- m. “District” shall mean the Loxahatchee River Environmental Control District, acting through its properly authorized representatives.
 - n. “Engineer” shall mean the engineer designated by the District as its engineering representative during the course of construction to make appropriate inspection and computation of payments, whether acting directly or through properly authorized agents, inspectors or representatives of the Engineer, acting within the scope of duties entrusted to them. The Engineer is not an employee of the District.
 - o. “Final Completion” shall mean the time when Engineer determines that all of the Work and associated punch list items have been completed in accordance with the Contract Documents.
 - p. “Notice of Award” shall mean the District’s notification of award of the Contract to the Successful Bidder.
 - q. “Plans” shall mean any and all drawings, plans, sketches, diagrams, designs, lists, or other graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work for the Project.
 - r. “Project” shall mean the entire construction to be performed as provided in the Contract Documents.
 - s. “Specifications” shall mean the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
 - t. “Substantial Completion” shall mean the date as certified by Engineer when the construction of the Project is sufficiently completed, in accordance with the Contract Documents, so that the Project can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with the Contract.
 - u. “Successful Bidder” shall mean the lowest, qualified, responsible, and responsive Bidder to whom the District, based on the District’s evaluation hereinafter provided, makes an award.
 - v. “Work” shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment, services, and other incidentals and the furnishing, installation, and delivery thereof and all Work reasonably inferable therefrom.
2. **Bids:** Bids will be received by the Loxahatchee River Environmental Control District (the “District,”) via DemandStar until **2:00 p.m. local time on [Date]**. Any Bids received after **2:00 p.m. local time on [Date]** will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and read aloud at **2:00 p.m. local time on [Date]** local time in the Governing Board room of

the District, at the above address. The Bidder shall hold its Bid open for acceptance by the District for a period not less than ninety (90) calendar days following the date of the Bid opening.

Bid Documents may be downloaded at the District's website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or via DemandStar. Bid Documents will be available on **[Date], after 8:00 a.m. local time**. The Bid Documents are made available on the above terms solely for the purpose of obtaining Bids and do not confer a license or grant for any other use.

A pre-bid conference will be held at **2: 00 p.m., local time on [Date]** via Microsoft Teams. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. If a bidder downloads Bid Documents from the District's website the bidder must send a request to be included in the pre-bid conference meeting invite to purchasing@lrecd.org. All contractors planning to submit Bids on this Project are encouraged to attend.

All Bids shall be made on the blank form of proposal attached hereto. All blanks on the Bid Forms must be printed in blue or black ink or typed. Completed Bid Forms shall be scanned to PDF format and uploaded to DemandStar. The Bid shall contain an acknowledgment of receipt of all Addenda. A single Bid shall be submitted for all portions of the Work. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature. The official address of the partnership must also be shown below the signature. If requested, the person signing a Bid for a corporation or partnership must produce evidence satisfactory to the District of the person's authority to bind the corporation or partnership. All names must be typed or printed below the signature. The address and telephone number for communications regarding the Bid must be shown.

After commencement of the Bid Period, no Bidder, or its agents, representatives, or persons acting at the request of such Bidder shall contact, communicate with or discuss any matter relating to the Bid with any District officer, agent, Board member, or employee other than Engineer or their designee. This prohibition ends upon execution of the final contract for the Work or when the Bid has been cancelled. A Bidder who violates this provision will be subject to discipline, including at a minimum a written reprimand and up to and including rejection of its Bid and/or cancellation of the Contract.

- Bid Security:** Each Bid must be accompanied by bid security in the form of a certified check or Bidder's Guaranty Bond ("Bid Bond") issued by a surety meeting the requirements of this Instruction to Bidders Section 3 and payable to the District for ten percent (10%) of the total amount of the Bid ("Bid Security"). Bidders will send the ORIGINAL Bid Bond to the District immediately after the Bid Opening Date. **The original Bid Bond is to be received within 48 hours of the Bid Due Date or the bid will be deemed non-responsive. Bid Bonds are due not later than 2:00 p.m. local time on [Date].** The Bid Security of the Successful Bidder will be retained until the Bidder has executed the Contract and furnished the required payment and performance bonds in the form of a Public Construction Bond, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Bonds within ten (10) business days after the Notice of Award, the District may annul the Notice of Award and the Bid Security of

that Bidder will be forfeited to the District. The Bid Security of any Bidder whom the District believes to have a reasonable chance of receiving the award may be retained by the District for ninety (90) calendar days after the date of the opening of the Bid. The Bid Security of other Bidders will be returned five (5) business days after the opening of the Bids. The Bid Bond shall be issued by a company having a registered agent in the State of Florida.

4. **Bonds and Qualification of Security Companies:** Upon award of the Contract, Contractor shall execute a Public Construction Bond, in the amount of the total Contract Sum with a qualified surety company, covering performance of the Project and payment of subcontractors, substantially similar in form to that provided in Article 5 of the Contract Documents and in compliance with the requirements of Section 255.05, Florida Statutes.

In order to be acceptable to the District, Bid Bonds, Public Construction Bonds, or Maintenance Bonds shall, at a minimum be written by a surety company that:

- a. is admitted/authorized to do business in the State of Florida and complies with the provisions of Section 255.05, Florida Statutes;
- b. has been in business and has a record of successful continuous operations for at least five (5) years;
- c. files a certified copy of a power of attorney with the signed Bid, Public Construction, or Maintenance bonds;
- d. lists the surety’s agency name, address, and telephone number on all bonds; and
- e. has at least the following minimum ratings based on the following contract amounts:

<u>CONTRACT AMOUNT</u>	<u>BEST’S RATINGS</u>
\$ 25,000.00 to \$100,000.00	B+ Class V or better
\$100,000.01 to \$500,000.00	A Class VI or better
\$500,000.01 and over	A Class VII or better

The life of the Construction Bonds or Maintenance Bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time, and/or forbearance on the part of the District.

Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended).

5. **Subject of Bids:** All Work for the Project shall be constructed in accordance with the Plans and Specifications prepared by Holtz Consulting Engineers, Inc. Bids shall be submitted for furnishing, delivering, and installing all materials, equipment, incidentals and services, including labor for the Work as specified in the Contract Documents and all items reasonably inferable therefrom. Engineer will compute the quantities that will be the basis for payment applications, both progress and final.

All Work shall be done as set forth in the Contract Documents and substantially completed, tested, cleaned, and ready for operation within the periods stated in Article 4 of the Contract, Section 2.

6. **Modification and Withdrawal of Bids:** Bids may be withdrawn or modified by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted during the Bid Period. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to withdraw or modify the Bid. If signed by a deputy or subordinate, the principal's written authorization to such deputy or subordinate granting the power to act on the principal's behalf must accompany the request for withdrawal or modifications. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid within the Bid Period. After expiration of the Bid Period, no Bid may be withdrawn or modified, except as provided below.

If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with the District and within five (5) business days thereafter demonstrates to the reasonable satisfaction of the District that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further bidding on the Project.

7. **Award, Waiver, and Rejection of Bids:** The Contract will be awarded pursuant to the requirements of applicable federal, state, and local laws and regulations. The Contract award will be made to the lowest cost, qualified, responsive, and responsible Bidder whose proposal materially complies with all the requirements. The District reserves the option to award or rebid the Project at any time if deemed to be in the best interest of the District.

It is the intention of the District to award the Contract to a Bidder competent to perform and complete the Work in a timely and satisfactory manner. Additionally, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the District's satisfaction and within the prescribed time.

To the extent permitted by applicable federal, state, and local laws and regulations, the District reserves the right to: determine materiality of Bid components; determine qualifications of the Bidder; determine responsibility of Bidder; determine responsiveness of Bidder; reject any and all Bids; waive any informality or irregularities in any Bid received; or accept the Bid deemed by the District to be in its best interest. Bids may be rejected at the option of the District if the District determines in its sole discretion the Bid is materially incomplete, unbalanced, conditional, or obscure; the Bid contains additions not called for, erasures, alterations, irregularities of any kind; the Bid does not comply materially with the Notice to Contractors and/or Instruction to Bidders; or the Bid is from a Bidder that does not meet pre-bid conference attendance requirements.

Documented poor performance of contractors on previous contracts with the District or other governmental entity will be considered during evaluation and may be sufficient cause not to award.

8. **Construction Schedule:** Prior to signing the Contract, the Successful Bidder shall submit on a form acceptable to the District and Engineer, the overall proposed construction schedule for the Project. The schedule shall conform to the requirements of Special Conditions Section 9.36. This construction schedule shall specify the Project completion date as set forth in the Contract.

9. **Execution of the Contract:** When the District issues a Notice of Award to the Successful Bidder, the successful bidder shall return to the District original bonds and insurance certificates within ten (10) business days. Upon receipt the District shall forward to the Contractor a PandaDoc link to the Contract and all other Contract Documents. Within ten (10) business days thereafter, Contractor shall execute the Contract and other Contract Documents using PandaDoc. Thereafter, the District shall return one fully executed electronic PDF of the Contract and all other Contract Documents to the Contractor. Following execution of the Contract by the District, the construction schedule shall be modified to begin upon the execution of the Contract by both Parties of the Contract.

10. **Examination of Contract Documents and Site:** It is the responsibility of each Bidder, prior to submitting a Bid to (a) examine the Bid and Contract Documents thoroughly, (b) visit the site of the Work and become familiar with local conditions that may in any manner affect cost, progress, performance or furnishing of the Work, (c) consider federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, performance or furnishing of the Work in any manner, (d) examine the Plans and Specifications, requirements of the Work, and the accuracy of the quantities of the Work to be completed, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.

Bidder may rely upon the accuracy of the technical data contained in the reports of exploration and tests of subsurface conditions at the site of the Work which have been utilized by Engineer in preparation of the Contract Documents. Bidder may not rely upon the completeness of the documents, non-technical data, interpretations or opinions of the reports of exploration and tests of subsurface conditions, for the purposes of bidding and/or construction. Further, information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site are based upon information and data furnished to the District and Engineer by the owners of such underground facilities or others. The District does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions. Elevations of the ground are shown on the Plans and Specifications and are believed to be reasonably correct. However, such elevations are not guaranteed and are presented only as an approximation. Bidders shall satisfy themselves as to the correctness of all elevations.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage materials and equipment shall be provided by Contractor.

Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, studies and any additional information and/or data which pertain to the physical conditions (subsurface, surface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the

Work in accordance with the time, price, and other terms and conditions of the Contract Documents. In advance, the District will provide each Bidder access to the site of the Work at reasonable times to conduct such explorations and tests as each Bidder deems necessary for the submission of the Bid, provided Bidder provides two (2) business days written notice prior to the date access is requested.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the requirements as set for in the Instructions to Bidders and all other Contract Documents; the Bid is premised upon performing and furnishing the Work required by the Bid and Contract Documents; the means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Bid and Contract Documents will be followed; and that the Bid and Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions of performance and furnishing of the Work.

The Contract Documents contain the detailed provisions required for the construction of the Project. No information, verbal or written, obtained from any officer, agent or employee of the District on any such matter shall in any way affect the risk or obligation assumed by Contractor, or relieve Contractor from fulfilling any of the conditions of the Contract Documents.

11. **Interpretations and Addenda:** All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. All questions must be submitted to Engineer in writing as early as possible during the Bid Period. No oral answers or interpretations will be provided. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by addenda mailed to all persons recorded by Engineer as having received the Bid Documents. Questions received less than ten (10) business days prior to the deadline to submit Bids will not be answered. Only questions answered by formal written addenda will be binding. Oral responses and other interpretations or clarifications will be without legal effect and shall not be relied upon by a Bidder.

Addenda may also be issued to modify the Bid Documents as deemed necessary by the District and/or Engineer. Contractor agrees to use the products and methods designated or described in the Plans and Specifications and as amended by any addenda. Addenda shall control in the event of conflict with Contractor's Bid.

12. **Substitute Material and Equipment:** The Contract will be based on material and equipment described in the Plans and Specifications without consideration of possible "substitute" or "equal" items. Whenever it is indicated in the Plans and Specifications that a Contractor may furnish or use a "substitute" or "equal" item of material or equipment, written application for such acceptance will not be considered by Engineer until after the effective date of the Contract. The written application for acceptance of a substitute item of material or equipment will be handled in accordance with the field order procedure.

13. **Subcontractors:** Each Bid must identify the names and addresses of the subcontractors. If requested by the District or Engineer, the Successful Bidder, and any other Bidder so requested, shall, within five (5) business days after the date of the request, submit to the District an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization. The amount of subcontract work shall not exceed sixty

percent (60%) of the Work. If the District or Engineer, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person, or organization, either party may, before issuing the Notice of Award, request the Successful Bidder to submit an acceptable substitute without an increase in Contract sum or Contract Time. If the apparent Successful Bidder declines to make any such substitution, the District may award the Contract to the next lowest qualified, responsive, and responsible Bidder that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any subcontractor, supplier, other person or organization listed and not objected to in writing by the District or Engineer prior to giving of the Notice of Award, will be deemed acceptable to the District and Engineer, subject to revocation of such acceptance after the Effective Date of the Contract. The Successful Bidder shall be solely responsible for all payment to its subcontractors. No Contractor shall be required to employ any subcontractor, manufacturer, other person or organization against whom it has reasonable objection.

14. **Taxes:** Contractor shall pay all applicable sales, consumer, use, and other similar taxes required by law.

15. **Compliance with Laws:** Bidders must comply with all applicable federal, state, or local laws and regulations, including, but not limited to, the Department of Labor Safety and Health Regulations for construction promulgated under the Occupations Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

Any chemicals used in the performance of this Project by the Bidder must have prior approval of the Environmental Protection Agency (EPA) and/or United States Department of Agriculture (USDA).

Bidders shall comply with the requirements of Sections 553.60-553.64, Florida Statutes (the “Trench Safety Act”) and 29 CFR Section 1926.650 Subpart P (the “Occupational Safety and Health Administration’s Excavation Safety Standards”). If the Project provides for trench excavation in excess of five (5) feet deep, the Bidder shall include in its Bid a reference to the Trench Safety Act and the standards that will be in effect during the period of construction of the Project; written assurance by the Bidder, that if selected, the Bidder will comply with applicable trench safety standards; and a separate item identifying the cost of compliance with the Trench Safety Act, in accordance with Section 553.64, Florida Statutes.

16. **Liquidated Damages and Additional Delay Damages:** Bidder and the District recognize the Work is of a critical nature, that time is of the essence, and the difficulty associated with ascertaining the extent of delay damages the District will suffer as a result of delay in the Work. As a result, if awarded the Contract, Bidder agrees to pay the District as liquidated damages, and not as a penalty, the amount of Liquidated Damages and Additional Delay Damages as outlined in Article 4- Contract Section 2.

17. **Insurance:** Contractor shall provide and maintain throughout the terms of this Contract, liability insurance with all the subject features in accordance with the instruction given in the Special Conditions Section 9.08.

18. **Required Disclosures:** With its Bid submission, Bidder shall disclose all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this state, any other state, or the United States against (i) Bidder, (ii) any business entity related to or affiliated with Bidder, or (iii) any present or former executive employee, officer, director, stockholder, partner or owner of Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, owning twenty percent (20%) or less of the outstanding shares of a Bidder and whose stock is publicly owned and traded.

At its sole discretion, the District may reject the Bid of any Bidder whose present or former executive employees, officers, directors, stockholders, partners, or owners are currently accused of or have ever been convicted of bidding violations. The discretion of the District may be exercised based on the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the District may reject the Bid based upon the exercise of its sole discretion, and Bidder waives any claim it might have for damages or other relief resulting from the rejection of its Bid based on these grounds.

19. **Public Entity Crime/ Convicted Vendor List:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

20. **License and Permits:** Contractor shall obtain and pay for all permits and licenses required for the Work as defined in Section 01000 of the Technical Specifications, including the cost of all Work performed in compliance with the terms and conditions of such permits, whether by itself or others.

No construction Work shall commence until all applicable licenses and permits have been obtained and copies delivered to Engineer.

21. **Protest:** The District is responsible for resolution of protests of contract awards, claims, disputes, alleged patent infringements, alleged license fee(s) and other related procurement matters in accordance with sound business judgment and good administrative practice. By submitting a Bid to the District, Bidders agree to the procedures outlined in the District's Procurement Policy which can be found on the District's website, www.loxahatcheeriver.org/purchasing.php, to resolve all protests.

22. The Contract Documents include various divisions, sections, and conditions which are essential parts of the Work to be provided by the Contractor. A requirement occurring in one is binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for complete Work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the Contract:

1. Addenda
2. Bid Documents, including the Contract
3. Special Conditions
4. Technical Specifications / Plans and Specifications
5. General Conditions
6. Bidder's Response

After award, in the event of a conflict, Change Orders, supplemental agreements, and revisions to Plans and Specifications will take precedence over any of the above. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this governing order of Contract Documents provision, then the District shall resolve the conflict in any manner which is acceptable to the District and which comports with the overall intent of the Contract Documents.

23. To render a Bid responsive, the Bidder's Proposal must be accompanied by the Bid Form provided in Article 2 of the Contract Documents. Acceptable references and projects to be included shall be those related to the position of General Contractor on a multi-discipline project that includes structural, mechanical, electrical, plumbing, architectural, and site improvements. References provided shall be from the "owner" of the Project, not the project engineer or Contractor. The District will not award a Bid to any Bidder who cannot prove to the satisfaction of the District that the corporation/partnership/individual identified on the signature of Bidder form has satisfactory written references for similar work. References that are from a parent corporation or affiliated subsidiary will not be considered by the District.

24. **Notice to Proceed:** The Notice to Proceed for this project will be issued within 90 days of the Award of Contract at a time mutually agreed to by the District and lowest responsive bidder.

25. **Health, Safety and Environmental Performance:** The District shall evaluate Bidder's health, safety and environmental performance based on the following performance metrics and documentation reviews. The selected Bidder is solely responsible for all applicable health, safety, and environmental requirements, and the health, safety, and environmental evaluation conducted by the District is not an assumption of any responsibility for health, safety, and environmental requirements by the District. Bidders who fail to submit with their Bid information demonstrating compliance with the following criteria shall be considered non-responsive/non-responsible:

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Incident Rates and Recordable Injuries:

Total Days Away, Restricted, Transferred (DART) **Benchmark 1.7**
(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2022**,

Three-fourths of the establishments had a rate lower than or equal to: (3rd quartile) for size 50-249, NAICS 237100, Utility system construction. Bidder's DART must be less than or equal to benchmark.

Total Recordable Incident Rate (TRIR) **Benchmark 2.2**
(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, 2022, **Three-fourths of the establishments had a rate lower than or equal to: (3rd quartile) for size 50-249, NAICS 237100, Utility system construction. Bidder's TRIR must be less than or equal to benchmark.**

Fatalities: **0** Work related fatalities resulting in OSHA citations within the last three years, OR if 1 or more work related fatalities resulting in an OSHA citation exist within the last three years, the contractor must have mitigated risk of recurrence by implementing adequate industry standard safety procedures and training as determined by OSHA by providing such OSHA determination to the District.

Bidder shall submit a health, safety and environmental plan for Construction and General Industry. The health, safety and environmental plan must address the following minimum requirements:

- Lockout/Tagout
- Excavation Trenching and Shoring
- Permit Required Confined Space
- Injury Reporting/Investigation
- Operator Qualifications
- Hot Work
- Personal Protective Equipment
- Electrical Safety
- Near Miss, Behavioral Based Safety
- Qualified, Certified and Competent Employees

OSHA Inspection Detail review must show no Serious or Willful violations in the previous 36 months and no unresolved Failure to Abate Prior Violation in the previous 36 months and no active Failure to Abate Prior Violation.

Bidder shall submit with their Bid OSHA Form 300A completed for the previous year, an Experience Modification Rating letter from its insurance carrier for the current period and a copy of its written health, safety and environmental program with training records for the previous 36 months.

26. **Previous Performance on District Projects:** The District has implemented a Contractor Evaluation Report in an effort to document contractor performance on District projects. Bidders who have received Unsatisfactory ratings on previous District projects must submit with their Bid a mitigation plan detailing previous unsatisfactory ratings and measures implemented to address the

PROPOSAL

ARTICLE 2

**LOXAHATCHEE RIVER DISTRICT
COUTNY LINE ROAD UTILITY RELOCATIONS
PROJECT**

To the LOXAHATCHEE RIVER DISTRICT of Jupiter, Florida, as the party of the first part:

Proposal made by: _____
as Bidder,

whose business address is: _____

State whether Bidder is an individual,
a partnership or a corporation: _____

Accompanying this Proposal is a Bid Security for \$ _____ (Numbers)

(Amount Written)

From: _____
(Name of Surety)

1. The undersigned Bidder hereby declares that the Bidder has carefully examined the Contract Documents relating to the above entitled matter and the Work, and has personally inspected the location of the Work. The undersigned Bidder has correlated the results of all observations, examinations, investigations, tests, reports, and studies with the terms and conditions of the Contract Documents.
2. The undersigned Bidder hereby declares that the Bidder is the only person or persons interested in its Bid; that it is made without any connection with any person submitting another bid for the same Contract; that the Bid is in all respects fair and without collusion, fraud, or mental reservations; that no official of the District or any person in the employ of the aforesaid is directly or indirectly interested in said Bid or in the supplies of Work to which it relates, or in any portion of the profits thereof.
3. The undersigned Bidder does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all Work in the above entitled matter in accordance with the Plans and Specifications relating thereto, and to furnish all labor, tools, implements, machinery, forms transportation, and materials necessary and proper for the said purpose at the prices named below for the various items of Work.
4. The undersigned Bidder does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said Work and the Contract, including all claims that may arise through damages or other cause whatsoever. The undersigned Bidder agrees to complete the Work for the price(s) indicated in the Bid Form.
5. The undersigned Bidder does hereby declare that the Bidder shall make no claim on an account of any variation of the approximate estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconceptions of the nature of the Work to be done or the grounds or place where it is to be done.
6. The undersigned Bidder does hereby agree that it will execute the Contract which will contain the material terms, conditions, provisions, and covenants necessary to complete the Work according to the Plans and Specifications, within ten (10) business days after receipt of written Notice of Award of this proposal by the District; and if the Bidder fails to execute said Contract within said period of time, that the District shall have the power to rescind said award and also retain for the District the Bid Security accompanying Bidder's proposal which shall become forfeited as liquidated damages.
7. The undersigned Bidder also declares and agrees that the Bidder will commence the Work within ten (10) business days after receipt of written Notice to Proceed and will complete the Work fully and in every respect on or before the time specified in the Contract Documents, and so authorize the party of the District in case of failure to complete the Work within such specified time to employ such persons, equipment, and materials as may be necessary for the proper completion of said Work and to deduct the cost therefore from the amount due under the Contract.
8. The undersigned Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those dealing with the disposition of the Bid Security. The undersigned Bidder also makes all representations required by the Instructions to Bidders.

9. The undersigned Bidder agrees to provide Unit Prices of major construction elements of the Work in order to better determine the value of progress payment, in a format as provided in Article 6 Forms for Use During Construction.

10. The undersigned Bidder hereby agrees that the Bidder will, at Bidder’s expense, insure all persons employed by it in prosecuting the Work hereunder against accident as provided by the Workers’ Compensation Law of the State of Florida.

11. The price for the Work shall be stated in both words and figures in the appropriate place in the proposal form. Discrepancies in the multiplication of units of Work and unit prices will be resolved in the favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in the favor of the correct sum. In the event that there is a discrepancy between the price in written words and the price written in figures, the former shall govern.

12. The undersigned Bidder acknowledges receipt of the addenda, if any, as listed herein and agrees that Bidder will be bound by all addenda whether or not listed herein.

Receipt of Addendum	No. _____	Date _____
	No. _____	Date _____
	No. _____	Date _____
	No. _____	Date _____

13. The following documents are attached to and made a condition of this Bid (initial each item in the space provided):

- a. Initial _____. Instructions to Bidders, Proposal, Questionnaire, Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, Schedule of Bid Prices
- b. Initial _____. Bid Security
- c. Initial _____. Power of Attorney (for Surety Bond only)
- d. Initial _____. Corporate Authority to execute Bid (any corporate employee other than president or vice president)
- e. Initial _____. Copies of current valid license(s) issued in accordance with Florida Statutes and/or appropriate local ordinances is hereby acknowledged.
- f. Initial _____. OSHA’s Form 300A completed for the previous year
- g. Initial _____. Experience Modification Rating letter (issued by insurance carrier) for the current period.

- h. Initial_____. Written health, safety and environmental program with training records for the previous 36 months.
- i. Initial_____. Contractor’s Unsatisfactory Rating Mitigation Plan (if required, see CMA26)
- j. Initial_____. Project Resume’s for qualifying experience (see CMA 27).

Contractor: _____

By: _____

Title: _____

Address: _____

Attest: _____

Title: _____

Contractor’s License No: _____

**BID FORM — BASE BID
 LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
 COUNTY LINE ROAD UTILITY RELOCATIONS
 LUMP SUM PRICES**

ITEM	SPEC. SECTION	DESCRIPTION	QNTY	UNIT		UNIT PRICE		EXTENDED PRICE
1				LS	\$		\$	
2				LS	\$		\$	
3				LS	\$		\$	
4				LS	\$		\$	
5				LS	\$		\$	
6				LS	\$		\$	
7				LS	\$		\$	
8				LS	\$		\$	
9				LS	\$		\$	
10				LS	\$		\$	
11				LS	\$		\$	
12				LS	\$		\$	
13				LS	\$		\$	
14				LS	\$		\$	
15				LS	\$		\$	
16				LS	\$		\$	
17				LS	\$		\$	
18				LS	\$		\$	

CONSTRUCTION COST (BASE BID) \$ _____

TOTAL BASE BID, ITEMS 1-[] (in words) _____ Dollars
 _____ Cents

BID FORM — BID ALTERNATES

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
COUNTY LINE ROAD UTILITY RELOCATIONS
LUMP SUM AND UNIT PRICES**

ITEM	SPEC. SECTION	DESCRIPTION	QNTY	UNIT		UNIT PRICE		EXTENDED PRICE
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	

THE CONTRACT AWARD SHALL BE EVALUATED BASED ON THE TOTAL BASE BID PRICE FOR ITEMS 1 THROUGH 18 AS SUBMITTED BY THE LOWEST, QUALIFIED, RESPONSIBLE, RESPONSIVE BIDDER.

_____ (Name of Bidder)

Bidders Name: _____

By: _____

Signature of Authorized Officer, Partner, Member, Manager

Print Name of Person signing: _____

Title: _____

Business Address: _____

Incorporated or formed under the laws of the State of _____

PROPOSAL
ARTICLE 2a

QUESTIONNAIRE
For
COUNTY LINE ROAD UTILITY RELOCATIONS

INSTRUCTIONS

1. The following information must be filled out by **all Bidders**.
2. Please print legibly, type, or word process. Sign in ink. When attaching sheets, please place the question number to which you are responding in the upper right hand corner of each sheet and number the sheets.
3. Note that the person signing this Application must swear that the information provided below is true, accurate, and complete.

1. Basic Information

1.1 Name of Contractor:

[Same as on Cover Page of The Proposal]

1.2 Contact Person(s):

1.3 Telephone No: _____ Fax No: _____ E-mail: _____

1.4 Address:

1.5 Federal Tax ID No: _____

1.6 CONTRACTOR'S license: Primary classification: _____

State License Number _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

1.7 Name of person and title who inspected site of proposed WORK for your firm: _____

Name: _____ Date of Inspection: _____
Title: _____

2. Organizational Structure & History

2.1 The Contractor is duly organized under the laws of the State of _____.

2.2 The Contractor has the following organizational structure.

individual corporation partnership
 limited liability company joint venture other: _____

2.3 Provide the year the Contractor (and not any Predecessor Entities or Related Entities) was first organized. _____

2.4 List all Predecessor Entities below (or on attached sheets if necessary).

2.5 Please list all Related Entities below (or on attached sheets if necessary).

2.6 If organized in any state other than Florida or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Florida?

YES _____ NO _____

3. Officers and Owners

3.1 Officers: List the name, title, and address of current Officers, Directors, Partners, Members, and any other persons with similar positions, in descending order of degree of control.

Name	Title	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheets as necessary.]

3.2 Owners. Please list the name, address, and percentage of ownership of all persons or entities owning 10 percent or more of the Contractor, in descending order of percentage of ownership.

Owner	Address	%
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheets, as necessary.]

3.3 Employees. Please list total quantity of employees, # of crews, and discipline of each crew.

Crew Discipline	Number of employees in crew	% of total firm
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Attach additional sheets, as necessary.]

4. Experience

4.1 Summary of Contractor Experience With respect to this specific project, list the approximate number of years of experience that the Contractor has as a prime contractor or as a subcontractor with primary responsibility.

<u>Project Type</u>	<u>Years</u>
General Contractor (primary)	_____
Construction Renovation (subcontractor)	_____

4.2 Most Recently Completed Contracts Please provide the following information regarding the last ten contracts completed by the Contractor. Please list in reverse chronological order (most recently completed project first, next most recently completed project, etc.). [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Contract Amount	Project Type & Location	Month / Year Completed	Name, Address, Contact Person & Tel. # of Owner

4.3 What is the last project similar in nature that you have completed as Prime Contractor for a government entity in Florida? (This must be filled out below or Bid may be considered non-responsive.)

Project: _____

Project Cost: _____
 Year Complete: _____
 Government: _____

4.4 ATTACH TO THIS BID the experience resume of the person who will be designated chief construction superintendent or on site construction manager.

4.5 List 5 projects completed as Prime Contractor in last 5 years in Florida involving work of similar type and complexity that you have completed as Prime Contractor for a government entity in Florida. See Instructions to Bidders, Paragraph 27, Experience. If 5 projects have not been completed, Contractor must so state (this must be filled out below or Bid may be considered non- responsive):

a. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

b. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

c. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

d. Project Name: _____

Contract Price: \$ _____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

e. Project Name: _____

Contract Price: \$_____

Detailed Description of Work: _____

Name, Address and Telephone Number of Government/Contact Person: _____

4.6 Contracts In Progress Please provide the following information regarding all contracts currently in progress, in descending order of contract amount. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Contract Amount	Project Type & Location	% Completed	Name, Address, Contact Person & Tel. # of Owner

4.7 Provide an alphabetical listing of all state or local government agencies, including telephone number and contact person, that have awarded the Contractor (or any Predecessor Entities and Related Entities) a contract during the last five years. Attach additional sheets, as necessary.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

4.8 Subcontractors. This proposal is being submitted by the CONTRACTOR who proposes to perform the Work as required by the Contract Documents. If the CONTRACTOR will be utilizing a Subcontractor for a category of Work set forth below then the CONTRACTOR **must** identify the Subcontractor by name and provide the Subcontractor’s address and telephone number. Only **one** Subcontractor may be identified for each category set forth below. If the CONTRACTOR does not identify a Subcontractor for a category of Work specified, this shall constitute a representation and warranty by the CONTRACTOR that the CONTRACTOR is not utilizing a Subcontractor for such Work and will perform such Work with CONTRACTOR’s own employees. After submitting this bid the contractor may not add to, subtract from, modify or make substitutions regarding the Supplier/Subcontractor identification and listing without the express written request and consent of the District. Any substitutions must be for legitimate and proper reasons. All Subcontractors listed are subject to the approval of the District.

CONTRACTOR represents and warrants to the District that all of said Subcontractors and their authorized vendors have been made aware of all the appropriate portions of the Contract Documents and agree that their portion of the Work and materials furnished in connection therewith will meet all of the requirements of the Contract Documents and that deliveries will be scheduled so as not to impede the progress of the Work.

Subcontractors:

Electrical and Control Systems

Name:

Address & Telephone No.

Restoration

Name:

Address & Telephone No.

Other

Name:

Address & Telephone No.

4.10 Liquidated Damages Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) had liquidated damages assessed against it?

YES _____ NO _____

If YES, please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were assessed. Please feel free to include a written summary of your position on the matter.

4.11 Terminations / Suspensions / Defaults

(a) Within the last five years, has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause?

YES _____ NO _____

(b) Within the last five years, has another party (e.g. surety) completed Work which the Contractor (or any Predecessor Entities or Related Entities) was originally responsible to perform?

YES _____ NO _____

(c) Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) been considered in default of a contract that was not cured within the time frame allowed by the contract?

YES _____ NO _____

If the answer to any of questions 4.6(a) -(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.12 Denial of Qualification or Award

(a) Within the last 5 years, has any federal, state, or local government or procurement agency denied the Contractor (or any Predecessor Entities or Related Entities) qualification?

YES _____ NO _____

(b) Within the last 5 years, has any federal, state, or local government or procurement agency, after the Contractor (or any Predecessor Entities or Related Entities) submitted the apparent low bid, refused to award a contract for reasons related to the Contractor’s qualifications, experience, competence, or financial situation?

YES _____ NO _____

If the answer to either of questions 4.7(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.13 Debarments, Etc.

(a) Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO _____

(b) Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) refrained from bidding for any reason, such as suspension or agreement not to bid, or as part of the settlement of a Dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO _____

If the answer to either of questions 4.8(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.14 Claims History Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been a party to a Claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each Claim on attached sheets including (a) whether the Claim was brought by or against the Contractor (or any Predecessor Entities or Related Entities), (b) the nature of the Dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such Claims (including the amount) or if unresolved, the current status of such Claims, and (e) the name, address and phone number of the primary adverse party who is to be contacted for additional information, and (f) a written summary of your position on the matter (if desired).

4.15 Bid or Other Crimes Within the last 10 years, has the Contractor (or any Predecessor Entities or Related Entities), or any officers, owners, or Key Personnel of the same ever been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation?

YES _____ NO _____

If YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

4.16 Quality Control Does the Contractor have a written organizational-level quality control plan (as opposed to project-level plans)?

YES _____ NO _____

If YES, please answer the following two questions.

- (a) What year was it first adopted? _____
- (b) In what year was its substance last revised? _____

4.17 Contractor Evaluation Report Has the Contractor performed work with the District where a Contractor Evaluation Report was completed as part of the work?

YES _____ NO _____

If YES, did the Contractor receive any UNSATISFACTORY ratings?

YES _____ NO _____

If YES, include with the Bid Contractor’s UNSATISFACTORY RATING MITIGATION PLAN.

5. Key Personnel

5.1 Please provide the following information for all Key Personnel whose duties consist primarily of one or more the following functions: (a) project management, (b) quality control and (c) safety oversight. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

	Name	Job Duties (a-c above)	Relevant Licenses or Certifications	Experience (# of Yrs.)	Education (Degree or #
Yrs.)					
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____
5	_____	_____	_____	_____	_____
6	_____	_____	_____	_____	_____

[Attach additional sheets as necessary.]

6. Bonding

6.1 Is the Contractor capable of obtaining from a Qualifying Bonding Company a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the DISTRICT. A Qualifying Bonding Company is an insurance, bonding, and/or surety company rated in accordance with contract requirements.

YES _____ NO _____

If NO, please explain why you cannot meet the bonding standards set forth in question 6.1 above on attached sheets.

7. Environmental

7.1 Environmental Record. Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been found to be in violation of any federal, state or local environmental law or regulation in an administrative, civil or criminal proceeding in which the fact finder found that the Contractor committed the violation and/or failed to comply after having been notified of the violation?

YES _____ NO _____

If YES, please provide full details, including a summary of your position, on attached sheets.

8. Financial

8.1 ATTACH TO THIS BID an abbreviated financial statement on the attached form, references, and other information, sufficiently comprehensive to permit an evaluation of CONTRACTOR'S current financial condition.

9.

Certifications Under Oath

By signing below, the person signing below hereby certifies and swears, **ON OATH**, as follows.

- 1. I have personal knowledge of all the information contained in this Questionnaire OR I am responsible for the accuracy of all such information.
- 2. The information contained in this Application is true and complete.
- 3. I hereby authorize the Loxahatchee River District to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.
- 4. The Contractor has read, understands, and agrees to all terms of the Qualification Questionnaire.
- 5. I am duly authorized by law and by the Contractor to sign this Qualification on behalf of the Contractor.

Date	CONTRACTOR
Witness	[Signature]
	By: _____ [Name and Title Printed]

State of _____
 County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 20__ by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification.

 Notary Public, State of Florida
 Print Name: _____
 Commission No.: _____
 My Commission Expires: _____

(Notary Ink Stamp)

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. [] for COUNTY LINE ROAD UTILITY RELOCATIONS.

2. This sworn statement is submitted by

_____ (name of entity submitting sworn statement)

whose business address is _____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ and my relationship to the entity named (please print name of individual signing)

above is _____.

4. I understand that a "public entity crime: as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United states and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes** means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons

when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United states with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order].

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order].

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order].

___ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services].

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20____, by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

(Notary Ink Stamp)

Condensed current financial statement for (Name of Contractor)

COUNTY LINE ROAD UTILITY RELOCATIONS

Condition at close of business _____, 20 _____

ASSETS

1. Cash: (a) On Hand \$ _____, (b) In bank \$ _____,

(c) Elsewhere _____

\$ _____

2. Notes receivable (a) Due within 90 days

\$ _____

(b) Due after 90 days

\$ _____

(c) Past Due

\$ _____

3. Accounts receivable from completed contracts, exclusive of claims not approved for payment

\$ _____

4. Sums earned on uncompleted contracts as shown by Engineer's or Architect's estimate

\$ _____

(a) Amount receivable after deducting retainage

\$ _____

(b) Retainage to date, due upon completion of contracts

\$ _____

5. Accounts receivable from sources other than construction contracts

\$ _____

6. Deposits for bids or other guarantees

\$ _____

(a) Recoverable within 90 days

\$ _____

(b) Recoverable after 90 days

\$ _____

7. Interest accrued on loans, securities, etc.

\$ _____

8. Real Estate (a) Used for business purposes

\$ _____

	(b)Not used for business purposes	
	\$ _____	
9. Stocks and Bonds (a) Listed – present market value	\$ _____	
	(b) Unlisted – present value	
	\$ _____	
10. Materials in stock not included in Item 4:		
	(a) For uncompleted contracts (present value)	
	\$ _____	
	(b) Other materials (present value)	
	\$ _____	
11. Equipment, book value	\$ _____	
12. Furniture and fixtures, book value	\$ _____	
13. Other assets	\$ _____	
	\$ _____	TOTAL ASSETS
	\$ _____	

LIABILITIES

1. Notes payable	(a) To banks regular	
	\$ _____	
	(b) To banks for certified checks	
	\$ _____	
	(c) To others for equipment obligations	
	\$ _____	
	(d) To others exclusive of equipment obligation	
	\$ _____	
2. Accounts Payable *	(a) Not past due	
	\$ _____	
	(b) Past due	
	\$ _____	
3. Real Estate encumbrances	\$ _____	
4. Other liabilities	\$ _____	
5. Reserves	\$ _____	

6. Capital stock paid up:

(a) Common
 \$ _____
 (b) Common
 \$ _____
 (c) Preferred
 \$ _____
 (d) Preferred
 \$ _____
 7. Surplus (net worth) Earned \$ _____ Unearned \$ _____
 \$ _____
 \$ _____ TOTAL LIABILITIES
 \$ _____

CONTINGENT LIABILITIES

1. Liability on notes receivable, discounted or sold
 \$ _____
 2. Liability on accounts receivable, pledged, assigned or sold
 \$ _____
 3. Liability as bondsman
 \$ _____
 4. Liability as guarantor on contracts or on accounts of others.
 \$ _____
 5. Other contingent liabilities
 \$ _____
 \$ _____ TOTAL CONTINGENT LIABILITIES
 \$ _____

*Include all amounts owing subcontractors for all work in place and accepted on completed and uncompleted contracts, including retainage

Certified and Signed By:

Certified Public Accountant

AUTHORITY TO EXECUTE BID AND CONTRACT

If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Contract contained within this document on behalf of the Corporation.

(End of Article.)

BID SECURITY

ARTICLE 3

1. The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made pursuant to and subject to all the terms and conditions of the Notice to Contractors, Instructions to Bidders, the Contract Documents, the Technical Specifications, and the Plans and Specifications pertaining to the Work, all of which have been examined by the undersigned.

2. Accompanying this proposal is a certified check or standard bid bond in the sum of \$ _____ .00, in accordance with the Notice to Contractors and Instruction to Bidders. Such amount shall be equal to ten percent (10%) of the Bid amount.

3. The undersigned Bidder agrees to execute the Contract, and the Public Construction Bond for the total amount of the Bid within ten (10) business days from the date when written Notice of Award of the Contract is delivered at the address given on this proposal. The name and address of the corporate surety with which the Bidder proposes to furnish the specified Public Construction Bond is as follows:

Bond Company’s most recent “Best’s Key Rating”: _____

4. The undersigned Bidder agrees to begin the Work with an adequate work force and equipment within ten (10) calendar days from the date of receipt of official Notice to Proceed, and to complete all of the Work within the number of calendar days specified in the Special Conditions from the date of official Notice to Proceed.

5. The Bid Security will be returned to all, except the three (3) lowest qualified responsive, responsible Bidders, within five (5) business days after the opening of the Bids and the remaining securities will be returned to the three (3) lowest Bidders within forty-eight (48) hours, after the District and Contractor have executed the Contract, or, if no Contract has been so executed, within one hundred twenty (120) calendar days after the date of the opening of Bids upon demand of the Bidder at any time thereafter so long as it had not been notified of the acceptance of the Bid.

6. All the phases of Work enumerated in the Contract Documents Technical Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by Contractor under the applicable Bid item irrespective of whether it is named in said list.

EXHIBIT B

7. This Bid is also based on addenda: No. _____ Date _____
 No. _____ Date _____
 No. _____ Date _____
 No. _____ Date _____

Contractor: _____

By: _____

Address: _____

Contractor's License No. _____

Attest: _____

Title: _____

CONTRACT

ARTICLE 4

THIS CONTRACT, is made and entered into this _____ day of _____, Two Thousand and _____ (20_____), by and between _____ (the “Contractor”), and the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, (the “District.”)

WITNESSETH: That whereas the District has awarded to Contractor the Work of performing certain construction:

SECTION 1. Scope of Work: Contractor shall furnish, install and deliver all of the labor, including engineering design, materials (except District-furnished materials), tools, equipment, services, and everything necessary to perform the Work; and shall construct in accordance with the Contract Documents and the terms of this Contract, the Project known and identified as COUNTY LINE ROAD UTILITY RELOCATIONS and shall do everything required by or reasonably inferable from the Contract Documents. The Work is generally described as follows:

COUNTY LINE ROAD UTILITY RELOCATIONS

Description

Applicable reference drawings are entitled **County Line Road Utility Relocations** as prepared by Kimley-Horn and Associates, Inc.

SECTION 2. Time of Completion: Construction of the Work must begin within ten (10) business days from the date of receipt of official Notice to Proceed. Substantial Completion shall be achieved within [] consecutive calendar days from the date of Notice to Proceed. For projects with a value of less than ten million dollars (\$10,000,000.00), Final Completion shall be achieved within **sixty-five (65)** consecutive calendar days from the date of actual Substantial Completion. For projects with a value of more than ten million dollars (\$10,000,000.00), Final Completion shall be achieved within **ninety-five (95)** consecutive calendar days from the date of actual Substantial Completion. The rate of progress and the time of completion are essential conditions of this Contract.

Deduction for Not Completing on Time: The District and Contractor recognize that because the Work is of a critical nature, time is of the essence. Therefore, the District will suffer direct financial loss and damage if the Work is not completed within the times specified above. The District and Contractor also recognize that it is difficult to ascertain the extent of those damages in advance and it will be difficult and expensive to determine

EXHIBIT B

those damages in a legal proceeding. Accordingly, Contractor shall pay to the District as liquidated damages, and not as a penalty, the amounts set out in (a) and (b) (“Liquidated Damages”) below for each and every calendar day the above deadlines are delayed, as said date may be adjusted as provided in the Special Conditions. Delay shall not include delays caused by factors beyond Contractor’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the District to furnish timely information or to obtain the cooperation of the District’s design professionals and/or Engineer, or delays caused by faulty performance by the District or by Engineer.

- a. **Substantial Completion Delay.** Contractor shall pay to the District as Liquidated Damages, and not as a penalty, **\$100** per day for each and every calendar day Substantial Completion is delayed.
- b. **Final Completion Delay.** If Final Completion is not reached within **65 days** of actual Substantial Completion, Contractor shall pay to the District as Liquidated Damages, and not as a penalty, **\$50** per day for each and every calendar day Final Completion is delayed.

In addition, Contractor shall be responsible for the costs for engineering and other professional fees, delay damage settlements or awards owed by the District to others, fines or penalties imposed by regulatory agencies, and professional fees, including attorneys’ fees, incurred in connection with such settlements, awards, penalties or fines (collectively “Additional Delay Damages”). Engineering and inspection fees shall include direct labor costs, indirect costs, and overhead and profit. The District and Contractor agree that the amounts set out in (2)(a) and (2)(b), above are to be paid by Contractor as Liquidated Damages and represent a reasonable estimate of the District’s anticipated expenses for delays, inspection, and administrative costs associated with such delays. However, such amounts do not represent additional District costs for Additional Delay Damages. Therefore, in addition to these Liquidated Damages amounts, there shall be other amounts for Additional Delay Damages incurred by the District caused by avoidable delays by Contractor.

Where Liquidated Damages and Additional Delay Damages in connection with the Work of this Contract are duly and properly imposed against Contractor in accordance with the terms of this Contract, Federal law, State law, and/or governing ordinances or regulations, the total amount that Contractor owes to the District may be withheld and reduced from any monies due or to become due Contractor under the Contract, and when deducted, shall be deemed and taken as payment for such Liquidated Damages and Additional Delay Damages. If monies due from the District are not sufficient to cover such Liquidated Damages, Contractor agrees to immediately pay to the District any balance due.

SECTION 3. General: Contractor hereby certifies that it has read each and every clause of the Contract Documents and that it has made such examination of the location of the proposed Work as is necessary to understand fully the nature of the obligation herein made; and will complete the same in the time limits specified herein, in accordance with the Contract Documents. Contractor shall work with and report to Engineer to complete the Work set forth in the Contract Documents. Contractor has given Engineer written notice of all conflicts, errors, and discrepancies in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

All Work under this Contract shall be done to the satisfaction of Engineer, who shall, in all cases, determine the amount, quality, fitness, and acceptability of the Work and materials, which may arise, as to the fulfillment of the Contract on the part of Contractor, Engineer’s decision thereon shall be final and conclusive, and such determination shall be a condition precedent to the right of Contractor to receive any payment hereunder.

At any time during the performance of the Contract, Contractor shall allow and provide the District access to all of the documents, papers, letters or other materials made or received by Contractor in conjunction with the

EXHIBIT B

Contract and Work. Should Contractor fail to provide access to these documents in response to the District's request, the District may unilaterally cancel the Contract. At the conclusion of the Contract, Contractor shall provide the District all public records related to the Project or the Work.

Contractor agrees and represents to the District that it has registered with the E-Verify System and is now, and shall be for the duration of this Agreement, in full compliance with Sections 448.09 and 448.095, Florida Statutes. Contractor shall ensure that each of its subcontractors is also registered with the E-Verify System, is in compliance with Sections 448.09(1) and 448.095, Florida Statutes, and that each provides the affidavit required by Section 448.095, Florida Statutes.

Contractor agrees that if it violates Section 448.09(1), Florida Statutes or Section 448.095, Florida Statutes, the District must terminate this Agreement and that any such termination shall not be considered a breach by the District. Contractor further understands and agrees that it shall be responsible for any additional costs incurred by the District as a result of the termination of this Agreement, pursuant to Section 448.095, Florida Statutes.

Any clause or section of this Contract or the Contract Documents which may, for any reason, be declared invalid, may be eliminated therefrom; and the intent of this Contract or the Contract Documents and the remaining portion thereof will remain in full force and effect as completely as though such invalid clause or section has not been incorporated herein.

No assignment by a party hereto of any rights, responsibilities, or interests in the Contract Documents will be binding on another party hereto without the written consent of both parties. Unless specifically stated to the contrary in a written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the District may assign this Contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

The District and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

SECTION 4. Contract Sum: The District shall pay Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, based on unit prices, the amounts set forth in the Pricing Schedule attached hereto ("Contract Sum"). The District and Contractor agree that all payments will be processed in accordance with the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes.

SECTION 5. Progress Payments: On or before the tenth (10th) day of every month, except as provided for in the Special Conditions, Contractor shall prepare and submit on a form approved by Engineer a detailed estimate and invoice to Engineer setting forth the schedule of values of the total amount of the Work which has been completed from the start of the job up to and including the last day of the preceding month and the value thereof, less any percentage retained in accordance with the Special Conditions, and the aggregate of any previous payment ("Progress Payment Application"). Contractor shall provide such supporting evidence as may be required by the District and/or Engineer.

As a strict condition precedent to payment, each Progress Payment Application must be accompanied by: a Contractor's Progress Payment Affidavit submitted by Contractor to Engineer indicating that all lienors under Contractor's direct contract have been paid in full; and a waiver and release of lien upon progress payment ("Partial Release of Lien") from all persons with a potential lien interest in the Project, including but not limited to subcontractors, sub-subcontractors, suppliers, and materialmen.

Upon receipt of the Progress Payment Application, Engineer shall either provide the District with its written approval of the Progress Payment Application, or notify the District in writing that it rejects the Progress Payment Application, the reason(s) for such rejection, and its recommendation as to the amount Contractor is owed, if any, within ten (10) business days of receipt of the Progress Payment Application.

The District shall review Engineer's recommendation as set forth above. If the District agrees that the Progress Payment Application is complete and accurately reflects the amount Contractor is owed, the District shall pay Contractor the amount set forth on the Progress Payment Application within twenty-five (25) business days of Engineer's receipt of the Progress Payment Application.

In the event the District finds the Progress Payment Application is incomplete or does not accurately reflect the amount Contractor is owed, the District shall reject the Progress Payment Application in writing within twenty (20) Business days of Engineer's receipt of the Progress Payment Application. The rejection shall state with specificity the reason for the rejection and any action necessary to make the Progress Payment Application acceptable to the District. If Contractor submits a corrected Progress Payment Application within ten (10) business days of the rejection, acceptable to the District, the District shall pay the corrected Progress Payment Application within ten (10) business days after the corrected Progress Payment Application is received.

In the event the District disputes the corrected Progress Payment Application, the District shall notify Contractor in writing of such dispute and pay to Contractor the amount not in dispute, if any, within fifteen (15) business days of the District's receipt of the corrected Progress Payment Application. In exchange for such payment, Contractor shall submit to Engineer a Progress Payment Affidavit indicating that all lienors under Contractors direct contract have been paid in full for the Work related to the non-disputed amount.

Contractor and the District agree that prior to instituting any litigation for damages under this Section 5, the parties shall conduct a non-binding mediation to attempt to resolve their dispute. In the event the parties cannot agree upon a mediator, each party shall select a mediator and such mediators shall select a third mediator who shall serve as the mediator for the dispute. In the event such mediation does not occur within thirty (30) calendar days of a written request of either party, the parties shall be free to pursue litigation without first conducting mediation.

Contractor shall promptly pay each subcontractor and supplier within ten (10) business days of receipt of payment from the District. The amount shall be determined in accordance with the terms of the applicable subcontracts and purchase orders. The District shall not have responsibility for payments to a subcontractor.

Contractor warrants that title to all Work covered by the Progress Payment Application will pass to the District no later than the time payment. Contractor further warrants that upon submittal of a progress payment application, all Work previously paid for by the District shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the District's interests.

A progress payment by the District shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

SECTION 6. Acceptance and Final Payment: When the Work has been fully completed, including all punch list items as provided for in the Special Conditions, in accordance with the terms of the Contract Documents, a Final Payment Application shall be prepared by Contractor and provided to Engineer within twenty (20) business days after the date of Final Completion stating the final Work performed to complete the Project plus or minus any Change Orders, and less the aggregate of any previous payment.

As a strict condition precedent to final payment, Contractor shall submit to Engineer with the Final Payment Application:

1. a Final Payment Affidavit stating that all subcontractors, suppliers, and other materialmen have

been paid;

2. Waiver and Release of Lien upon Final Payment (“Final Release of Lien”) from Contractor and all persons or entities that have, or potentially have, a lien on the Project, including but not limited to all subcontractors and vendors;
3. all close-out documents including, but not limited to the Maintenance Bond, warranties, guarantees, owner’s manuals, and start-up certificates by the designer or manufacturer demonstrating that the equipment meets design intent;
4. data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

Upon receipt of the Final Payment Application, Engineer will inspect the Work, the Final Payment Application, and supporting documentation. If Engineer finds the Work acceptable, Engineer will issue a certificate of acceptance stating that the quality Work has been fully completed to Engineer’s satisfaction in substantial compliance with the Contract Documents. The Certificate of Final Completion shall constitute Engineer’s determination as to the quality of the Work only; it shall not include an opinion as to the timeliness of completion of the Work. If the Engineer finds the Contract fully and timely performed, and the Final Payment Application accurately reflects the final amount Contractor is owed, the Engineer shall issue its written approval to the District of the Final Payment Application within ten (10) business days of receipt the Final Payment Application.

If Engineer disputes the Final Payment Application, finds the Work unsatisfactory, or determines that amounts should be deducted as Liquidated Damages and Additional Delay Damages, Engineer shall notify the District in writing of its findings, the support for such findings, and its recommendation as to the amount Contractor is owed, if any, within ten (10) business days of receipt of the Final Payment Application.

The District shall review Engineer’s recommendation as set forth above. If the District finds that the Work is acceptable, the Contract has been fully and timely performed, and the Final Payment Application is complete and accurately reflects the amount Contractor is owed, the District shall pay Contractor the amount of the Final Payment Application within twenty-five (25) business days of Engineer’s receipt of the Final Payment Application.

In the event the District finds the Work is not acceptable, the Contract has not been fully and timely performed, or the Final Payment Application is incomplete or does not accurately reflect the amount Contractor is owed, the District shall reject the Final Payment Application in writing within twenty (20) business days of Engineer’s receipt of the Final Payment Application. The rejection shall state with specificity the reason for the rejection and any action necessary to make the Final Payment Application acceptable to the District. If Contractor submits a corrected Final Payment Application acceptable to the District, the District shall pay the corrected Final Payment Application within ten (10) business days after the corrected Final Payment Application is received.

In the event the District disputes the corrected Final Payment Application, the District shall notify Contractor in writing of such dispute and pay to Contractor the amount not in dispute, if any, within fifteen (15) business days of the District’s receipt of the corrected Final Payment Application. This payment shall constitute a progress payment and shall not be deemed final payment. In exchange for such payment, Contractor shall submit to Engineer a Progress Payment Affidavit indicating that all lienors under Contractor’s direct contract have been paid in full for the Work related to the non-disputed amount.

The District and Contractor agree that prior to instituting any litigation for damages under this Section, the parties shall conduct a non-binding mediation to attempt to resolve their dispute. In the event the parties cannot agree upon a mediator, each party shall select a mediator and such mediators shall select a third mediator who shall serve as the mediator for the dispute. Such mediation shall occur within forty-five (45) calendar days of the District’s rejection of the corrected Final Payment Application. In the event such mediation does not occur within

CONTRACT – Article 4

thirty (30) calendar days of a written request of either party, the parties shall be free to pursue litigation without first conducting mediation.

Acceptance of final payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by the payee.

In the event that a lien is filed or claimed against the Work by any subcontractor, supplier, or laborer, Contractor agrees to immediately (i) pay such subcontractor, supplier, or laborer for work which Contractor has been paid by the District and deliver to the District a Final Release of Lien signed by such subcontractor, supplier, or laborer; or (ii) cause the immediate removal of such lien by providing a bond in accordance with Florida law. If Contractor fails to do the above, the District may, at its option, and at the sole expense and liability of Contractor, bond such lien or cause the lien to be discharged and deduct the cost of said bond from the amount owed Contractor under any pending invoice or the next invoice. This Section shall survive the termination or expiration of this Contract.

SECTION 7. WARRANTY: Contractor warrants to the District and Engineer that (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

SECTION 8. CORRECTION OF THE WORK: In addition to the warranties provided for in Article 4 – Contract Section 7, Contractor shall promptly correct Work rejected by Engineer and/or District as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

In addition to Contractor’s other obligations including warranties under the Contract, Contractor shall, for a period of one (1) year after Substantial Completion, correct Work not conforming to the requirements of the Contract Documents.

If Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it in accordance with the Contract Documents.

This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This Section 8 shall survive acceptance of the Work under the Contract Documents and termination of the Contract Documents.

(Remainder of this page left blank intentionally)

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Contract this _____ day of _____, 20_____. All portions of the Contract Documents have been signed or identified by the District and Contractor or by Engineer on their behalf.

ATTEST:

OWNER: LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT

Witness

Stephen B. Rockoff
Chairman
Address for notice: 2500 Jupiter Park Dr.
Jupiter, Florida 33458

Witness

CONTRACTOR:

Witness

As its: _____
Address for notice: _____

Witness

EXHIBIT B

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ as _____ of the District, who is personally known to me or who produced _____ as identification, and who executed and acknowledged to and before on behalf of the District, the foregoing Contract, and that he acknowledged in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____ 20 ____.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

(Notary Ink Stamp)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification, and who executed and acknowledged to and before on behalf of _____ (Company Name), Contractor, the foregoing Contract, and that he acknowledged in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20 ____.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

(Notary Ink Stamp)

EXHIBIT B

**BID FORM — BASE BID
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
COUNTY LINE ROAD UTILITY RELOCATIONS
LUMP SUM PRICES**

ITEM	SPEC. SECTION	DESCRIPTION	QNTY	UNIT		UNIT PRICE		EXTENDED PRICE
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	
					\$		\$	

CONSTRUCTION COST (BASE BID) \$ _____

TOTAL BASE BID, ITEMS 1- (in words) _____ Dollars

Cents

PUBLIC CONSTRUCTION BOND

ARTICLE 5

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(Name of Contractor) as “Principal” at the address of _____
and _____ as “Surety” at the address of _____
_____ are bound to the LOXAHATCHEE
RIVER ENVIRONMENTAL CONTROL DISTRICT (the “District”), at the address of 2500 Jupiter
Park Drive, Florida 33458, in the sum of _____ (Written Amount)
(\$ _____) (the “Bond”) for the payment of which we
bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract (the “Contract”) with LOXAHATCHEE
RIVER ENVIRONMENTAL CONTROL DISTRICT dated _____, 20__ in the
amount of \$ _____ for the COUNTY
LINE ROAD UTILITY RELOCATIONS which Contract, is byreference made a part hereof.

THE CONDITION of this Bond is that if Principal:

1. Performs the Contract with the District at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statute, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays the District all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that the District sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force.
5. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety’s obligation under this Bond.
6. To a claimant who is not in privity with the Principal and who has not received payment for labor, materials, or supplies, that written notice must be delivered to the Principal. This Bond is furnished pursuant to the statutory requirements for bonds on public works projects, Section 255.05, Florida Statutes. A claimant, except a laborer, who is not in privity with the Principal and who has

not received payment for labor, materials, or supplies, is hereby notified that Section 255.05(2), Florida Statutes specifically requires that written notice be given to Principal within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work that claimant intends to look to the Bond for protection. Further notice is hereby given to a claimant who is not in privity with the Principal and who has not received payment for labor, materials, or supplies, that written notice must be delivered to the Principal and to the Surety, of the performance of the labor or delivery of the materials or supplies and of the non-payment, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies (but not before 45 days after the first furnishing of labor, services, or materials), or with respect to rental equipment, within ninety (90) days after the date that rental equipment was last on the job site available for use. No action for the labor, material, or supplies may be instituted against Principal or the Surety unless both notices have been given. Further notice is hereby given that no action for labor, materials, or supplies may be instituted against the Principal or the Surety on the Bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

1. Without modifying the foregoing, this Bond shall require no more and no less of the Principal and Surety than is specified in Section 255.05, Florida Statutes. The notice and time limitation provisions of Section 255.05, Florida Statutes are incorporated herein by reference.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed above, do cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

The provisions and limitations of Section 255.05, Florida Statutes including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), Florida Statutes are incorporated in this bond by reference.

(Remainder of Page Intentionally Left Blank)

EXHIBIT B

SIGNED AND SEALED ON _____, 20_____.

Name of Principal

Name of Surety

By: _____
Signature of Principal

By: _____
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 20____, by _____ as _____ of _____ (Company Name) Contractor, who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

(Notary Ink Stamp)

COUNTERSIGNATURE

BY: _____

ARTICLE 6

FORMS FOR USE DURING CONSTRUCTION

6-1 Notice of Award of Contract

6-2 Notice to Proceed

6-3 Progress Payment Affidavit

6-4 Final Payment Affidavit

6-5 Certificate of Substantial Completion

6-6 Certificate of Final Completion

6-7 Partial Release of Lien

6-8 Final Release of Lien

6-9 Change Order

6-10 Application and Certificate of Payment – Contractor shall utilize American Institute of Architect Form G702 and G703

6-1

[Date]

via: US Mail & email

[Contractor Name]
[Contractor Address]

**SUBJECT: Loxahatchee River Environmental Control District
COUNTY LINE ROAD UTILITY RELOCATIONS
Notice of Award of Contract**

Dear _____:

I am pleased to advise you that the District Governing Board has elected to Award the Contract for the subject project to your firm. You are the apparent successful Bidder and have been awarded a contract for:

COUNTY LINE ROAD UTILITY RELOCATIONS

The Contract Price of your Contract is \$_____

In accordance with the contract specifications, you will have 14 calendar days from the date of this Notice of Award, that is by (Day), (Date), to provide the following:

- a.) Electronic executed Contract Document, and
- b.) A Public Construction Bond with power of attorney, and
- c.) An insurance certificate for this project in accordance with requirements set forth in Section 9.08, (please make sure coverages and additional insureds are as stated); and
- d.) A schedule of activities (received), and
- e.) Any other paperwork as required by the Contract

Failure to comply with these conditions within the time specified will entitle District to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within 20 calendar days after you comply with the above conditions, the District will return 1 fully executed contract.

Should you have any questions in regard to this correspondence, please feel free to contact [ENGINEER]

Regards,

Kris Dean, P.E.
Deputy Executive Director
Enclosures: Contract Document

6-2

[Date]

via: US Mail & email

[Contractor Name]

[Contractor Address]

**SUBJECT: COUNTY LINE ROAD UTILITY RELOCATIONS
Notice to Proceed**

Dear _____:

You have already received one (1) copy of the fully executed contract for the subject project. With the execution of this document completed by both parties and a Planning Meeting held [DATE], you are hereby provided with **NOTICE TO PROCEED as of [Day], [Date]**.

In accordance with the contract documents, you will have____ consecutive calendar days from _____ to Substantial Completion, and _____ calendar days from actual Substantial Completion to Final Contract Completion, therefore:

Substantial Completion Date is: _____

Contract Completion Date is: _____

We look forward to collaborating with you toward the successful completion of another project.

Should you have any questions in regard to this matter please feel free to contact [ENGINEER].

Sincerely,

Kris Dean, P.E.
Deputy Executive Director

6-3

PROGRESS PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____
who, after being by me first duly sworn, deposes and says of his personal knowledge that:

1. He/She is the _____ of _____, which
does business in the State of Florida, hereinafter referred to as "Contractor."

2. Pursuant to a contract with Loxahatchee River District, Contractor has furnished and will furnish
services for the purpose of improving real property, more particularly described as:

COUNTY LINE ROAD UTILITY RELOCATIONS

3. This affidavit is executed in accordance with Section 713.06(3)(c), Florida Statutes, for the purpose
of obtaining a progress payment in the amount of _____
_____ Dollars (\$_____).

4. All lienors under Contractor's direct Contract have been paid in full, except for the following listed
lienors:

NAME OF LIENOR AMOUNT DUE OR TO BECOME DUE FOR
(Use blank sheet if necessary) LABOR, SERVICES OR MATERIAL

SIGNED, SEALED, AND DELIVERED this ____ day of _____, 20 ____.

By _____
Contractor

SUBSCRIBED AND SWORN TO before me this ____ day _____ of 20____, by
_____, personally known to me or who produced as identification a
_____.

NOTARY PUBLIC, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

(Notary Ink Stamp)

* THIS FORM SHALL BE SUBMITTED WITH EACH PAYMENT REQUEST.

PROGRESS PAYMENT APPLICATION No. _____
FOR
COUNTY LINE ROAD UTILITY RELOCATIONS

1.	ORIGINAL CONTRACT AMOUNT	\$ _____
2.	VALUE OF APPROVED CHANGE ORDERS	\$ _____
3.	ADJUSTED CONTRACT AMOUNT	\$ _____
4.	ORIGINAL CONTRACT WORK PERFORMED TO DATE	\$ _____
5.	APPROVED CHANGE ORDERS PERFORMED TO DATE	\$ _____
6.	TOTAL VALUE OF WORK PERFORMED TO DATE	\$ _____
7.	LESS AMOUNT RETAINED (0%)	\$ _____
8.	NET AMOUNT EARNED ON CONTRACT TO DATE	\$ _____
9.	ADD: MATERIALS STORED AT CLOSE OF PERIOD (LESS 10% RETAINAGE)	\$ _____
10.	SUBTOTAL	\$ _____
11.	LESS AMOUNT OF PREVIOUS PAYMENTS	\$ _____
12.	BALANCE DUE THIS PAYMENT	\$ _____

Certification by Contractor

I certify that all items and amounts shown on this monthly application are correct and that all Work has been performed and/or material supplied in full accordance with the terms of the Contract between the Loxahatchee River Environmental Control District and _____; the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Progress Payment Application.

_____, 20__

By: _____

Title: _____

(Progress Payment Application Cont'd)

Certification by Engineer

I certify that this account is correct and just and that the terms of Work specified herein have been performed.

_____, 20__ By: _____
For: _____

Approval by the District

_____, 20__ By: _____
For: Loxahatchee River Environmental Control District

6-4

FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____
who, after being by me first duly sworn, deposes and says of his personal knowledge that:

1. He/She is the _____ of _____, which
does business in the State of Florida, hereinafter referred to as "Contractor".

2. Pursuant to a contract with Loxahatchee River District, Contractor has furnished and will furnish
services for the purpose of improving real property, more particularly described as:

COUNTY LINE ROAD UTILITY RELOCATIONS

3. This affidavit is executed in accordance with Section 713.06(3)(c), Florida Statutes, for the purpose
of obtaining final payment in the amount of _____
Dollars (\$_____).

4. All lienors under Contractor's direct Contract have been paid in full, except for the following listed
lienors:

Table with 2 columns: NAME OF LIENOR (Use blank sheet if necessary) and AMOUNT DUE OR TO BECOME DUE FOR LABOR, SERVICES OR MATERIAL. Includes blank lines for entries.

SIGNED, SEALED, AND DELIVERED this ____ day of _____, 20____.

By _____
Contractor

SUBSCRIBED AND SWORN TO before me this ____ day _____ of 20____, by
_____, personally known to me or who produced as identification a
_____.

(Notary Ink Stamp)

NOTARY PUBLIC, State of _____
Print Name: _____
Commission No.: _____
My Commission Expires: _____

FINAL PAYMENT APPLICATION No. _____
FOR
COUNTY LINE ROAD UTILITY RELOCATIONS

1.	ORIGINAL CONTRACT AMOUNT	\$_____
2.	VALUE OF APPROVED CHANGE ORDERS	\$_____
3.	ADJUSTED CONTRACT AMOUNT	\$_____
4.	ORIGINAL CONTRACT WORK PERFORMED TO DATE	\$_____
5.	APPROVED CHANGE ORDERS PERFORMED TO DATE	\$_____
6.	TOTAL VALUE OF WORK PERFORMED TO DATE	\$_____
7.	LESS AMOUNT RETAINED (0%)	\$_____
8.	NET AMOUNT EARNED ON CONTRACT TO DATE	\$_____
9.	ADD: MATERIALS STORED AT CLOSE OF PERIOD (LESS 10% RETAINAGE)	\$_____
10.	SUBTOTAL	\$_____
11.	LESS AMOUNT OF PREVIOUS PAYMENTS	\$_____
12.	BALANCE DUE THIS PAYMENT	\$_____

Certification by Contractor

I certify that all items and amounts shown on this monthly application are correct and that all Work has been performed and/or material supplied in full accordance with the terms of the Contract between the Loxahatchee River Environmental Control District and _____; the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Progress Payment Application.

_____, 20____

By: _____

Title: _____

(Progress Payment Application Cont'd)

Certification by Engineer

I certify that this account is correct and just and that the terms of Work specified herein have been performed.

_____, 20__

By: _____

For: _____

Approval by the District

_____, 20__

By: _____

For: Loxahatchee River Environmental Control District

6-5

Certificate of Substantial Completion

[Date]
[NAME]
[ADDRESS]

Loxahatchee River Environmental Control District
COUNTY LINE ROAD UTILITY RELOCATIONS
Substantial Completion

Dear [Name]:

On _____ the District, [PARTY NAMES] conducted a Substantial Completion Inspection for the above referenced project. The Substantial Completion inspection resulted in the attached [#] page Punchlist, containing [#] items for completion or correction. Please note per Spec Section 01700, all punch list items are to be corrected prior to Final Payment and before Final Completion is granted.

Based on the above referenced inspection, [name] has **deemed the project Substantially Complete as of [date].**

Once all of the attached punch list items have been completed or corrected, please contact our office in writing so that we can schedule a time for final inspection.

If you have any questions regarding these items, please call me at _____.

Sincerely,

[Name]
[Title]

Enclosure: Substantial Completion Punchlist

cc: Kris Dean, P.E., LRECD
Courtney Marshall, P.E., LRECD
Lenny Giacovelli, LRECD

6-6

Certificate of Final Completion

[DATE]
[NAME]
[ADDRESS]

Loxahatchee River Environmental Control District
COUNTY LINE ROAD UTILITY RELOCATIONS
Final Completion

Dear [Name]:

On _____ the Loxahatchee River Environmental Control District, Palm Beach County, _____, and _____ conducted a Final Completion Inspection for the above referenced project. Per our inspection, the below listed items were determined to be incomplete:

We have now verified that all of the Punch List Items have been completed. Please accept this letter for your records, that as of _____ has deemed the above referenced project to be fully complete and in compliance with the Contract Documents.

We are currently preparing the Final Balancing Change Order to complete the processing of your Final Payment Application.

If you have any questions regarding these items, please call me at _____.

Sincerely,

[Name]
[Title]

Enclosure

cc: Kris Dean, P.E.,LRECD
Courtney Marshall, P.E., LRECD
Lenny Giacobelli, LRECD

6-7

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT:

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner) to the following property:

COUNTY LINE ROAD UTILITY RELOCATIONS

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on , (year) . (Lienor) _____

WITNESS:

_____ By: _____
Contractor (SEAL)

_____ Attest: _____

SWORN AND SUBSCRIBED TO BEFORE ME, THIS _____ day _____ of 20____, by _____, personally known to me or who produced as identification a _____.

NOTARY PUBLIC, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

(Notary Ink Stamp)

6-8

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$_____, receipt of which is hereby acknowledged, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to _____ on the job of the Loxahatchee River Environmental Control District hereinafter referred to as the "District," to the following property: COUNTY LINE ROAD UTILITY RELOCATIONS

WITNESS:

By: _____
Contractor (SEAL)

Attest: _____

SWORN AND SUBSCRIBED TO BEFORE ME, THIS ____ day _____ of 20____, by _____, personally known to me or who produced as identification a _____.

(Notary Ink Stamp)

NOTARY PUBLIC, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

6-9

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458
(561) 747-5700 FAX (561) 747-9929

CHANGE ORDER #1

DATE: _____

PROJECT NAME: COUNTY LINE ROAD UTILITY RELOCATIONS

OWNER: Loxahatchee River Environmental Control District

CONTRACTOR:

THE FOLLOWING CHANGES:

IUSTIFICATION:

CHANGE TO CONTRACT PRICE:

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE \$ _____

CONTRACT PRICE due to this Change Order
will be *INCREASED/DECREASED* by: \$ _____

The New CONTRACT PRICE including
this Change Order will be: \$ _____

CHANGE TO CONTRACT TIME:

The DATE OF COMPLETION of all work will be: UNCHANGED

APPROVED BY CONTRACTOR: _____
DATE

APPROVED BY ENGINEER: _____
DATE

APPROVED BY DISTRICT: _____
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT DATE

ARTICLE 7

CERTIFICATE OF DISTRICT'S ATTORNEY

COUNTY LINE ROAD UTILITY RELOCATIONS

THIS IS TO CERTIFY that on this _____ day of _____, 20____, I have examined the attached Contract Documents, Surety Bonds, and the execution thereof by the parties thereto, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing agreements as being legally sufficient in form constitute a binding agreement between the parties.

By: _____

Patrick J. McNamara, Esq.
De La Parte & Gilbert, P.A.
Attorney for the
LOXAHATCHEE RIVER
ENVIRONMENTAL CONTROL DISTRICT

**ARTICLE 8
RESERVED**

SPECIAL CONDITIONS

ARTICLE 9

TITLE

- 9.01 Governing Order of Contract Documents
- 9.02 Time of Completion and Amount of Liquidated Damages
- 9.03 Reimbursement of Additional Delay Damages
- 9.04 Percentage of Progress Payments to be Retained
- 9.05 DELETED AND LEFT BLANK INTENTIONALLY
- 9.06 Surety Bonds
- 9.07 Subcontractors
- 9.08 Contractor's Insurance
- 9.09 Water Supply
- 9.10 Pipeline and Manhole Locations
- 9.11 Elevation Datum
- 9.12 Easements
- 9.13 Occupying Private Land
- 9.14 Work in State, County and Town Rights-of-Way
- 9.15 Interference with and Protection of Streets
- 9.16 Traffic Control
- 9.17 Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures
- 9.18 Storage of Materials
- 9.19 Salvaged Materials and Excavated Materials
- 9.20 Planning Meeting
- 9.21 Alterations
- 9.22 Extra and Deleted Work
- 9.23 Extension of Time on Account of Extra Work
- 9.24 Changes Not to Affect Bonds
- 9.25 Non-Assignable
- 9.26 District Remedies
- 9.27 Contractor's Remedies

9.28	Discontinuance of Construction
9.29	Contractor's Responsibility
9.30	District's Right to Terminate
9.31	Venue, Disputes and Attorney's Fee
9.32	Coordination with District's Existing Facilities
9.33	Permits
9.34	Coordination of Construction
9.35	Field Layout of Work
9.36	Submittals
9.37	Inspection and Testing
9.38	Utilities and Services
9.39	Security
9.40	Special Controls
9.41	Field Offices, Storage and Construction Areas
9.42	Equipment and Materials
9.43	Project Closeout
9.44	Open Specifications
9.45	Spare Parts List
9.46	Applicable Standards and Codes
9.47	Copies of Plans and Specifications
9.48	Restoration – Special
9.49	Contractor Performance Reviews and Ratings

9.01 Governing Order of Contract Documents

In the event of discrepancy, the interpretation of Contract Documents shall follow the order of precedence as identified in Article 1 Instruction to Bidders Section 22.

9.02 Time of Completion and Amount of Liquidated Damages

Contractor agrees to commence Work on or before a date to be specified in a written Notice to Proceed. In the event Contractor does not reach Substantial Completion or Final Completion of the Work within the time specified in the Notice to Proceed, Contractor shall pay to the District as liquidated damages, and not as a penalty the amounts set forth in Article 4- Contract Section 2.

9.03 Reimbursement of Additional Delay Damages

In the event Substantial Completion and Final Completion of the Work set forth in the Contract Documents and any subsequent modifications, is delayed beyond the time set forth in Article 4- Contract Section 2, Contractor shall also be responsible for Additional Delay Damages as set forth in the Article 4 - Contract Section 2.

9.04 Percentage of Progress Payments to be Retained

The percentage of estimated value to be held by the District as retainage on entitled Progress Payments shall conform to the following schedule:

- a. For contracts of \$200,000.00 or less, retainage of 10% of payments claimed.
- b. For contracts over \$200,000.00, retainage of 5% of payments claimed.
- c. A cash bond or irrevocable letter of credit will be accepted if offered in lieu of cash retainage.

The above retainage reductions shall not require the District to release any amount that is the subject of a good faith dispute or a claim pursuant to Section 255.05, Florida Statutes.

The above retainage reductions shall not apply if the Project is funded, in whole or in part, with federal funds that are subject to federal grantor laws and regulations that are contrary to any provision of the Florida Local Government Prompt Payment Act.

9.05 DELETED AND LEFT BLANK INTENTIONALLY

9.06 Surety Bonds

Contractor, at the time of execution of the Contract, must deposit with the District a Public Construction Bond providing for the satisfactory performance and completion of the Work and providing security for payment of all persons performing labor and/or providing materials or supplies

in connection with this Contract. The bond shall be furnished in an amount equal to the amount of the contract award. The form and conditions of the bond and the surety shall be in accordance with the statutory requirements of Section 255.05(2), Florida Statutes, and are subject to the District’s approval.

A maintenance bond in the amount of 50% of the contract price guaranteeing the repair of all damages due to improper materials or workmanship for a period of one (1) year after Final Completion will also be required. The maintenance bond shall be submitted with the final payment request.

The bonds shall be written by a surety company that has the following ratings based upon amount of the Contract:

<u>CONTRACT AMOUNT</u>	<u>BEST’S RATINGS</u>
\$ 25,000.00 to \$100,000.00	B+ Class V or better
\$100,000.01 to \$500,000.00	A Class VI or better
\$500,000.01 and over	A Class VII or better

The surety must be licensed to do business in the State of Florida, and the bonds must be executed by an Attorney-in-Fact for the surety company with a certified copy of its Power of Attorney attached to the bonds.

The Maintenance Bond shall remain in effect for one (1) year beyond the date of Final Completion and acceptance of the entire Work to repair any Defective Work done under the Contract Documents. The Public Construction Bond shall remain in effect to pay valid claims for payment of labor, supplies, and/or materials submitted after completion of the Work and for items covered under the performance aspect of said bond.

9.07 Subcontractors

Prior to award of the Contract, Engineer shall notify Contractor of any objection to the subcontractors proposed for the Work, and Contractor shall not employ any subcontractor with whom Engineer or District has an objection.

Contractor shall be responsible to the District for the acts and omissions of any subcontractor and any person directly or indirectly employed by a subcontractor, to the extent Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the District.

9.08 Contractor’s Insurance

Contractor shall maintain and pay for, as applicable, through an insurance company or insurance companies acceptable to the District at Contractor’s sole expense: Fire, Extended Coverage, Vandalism and Malicious Mischief coverage on buildings and structures in the course of construction. Such coverage shall include foundations, additions, attachments, and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property.

Contractor shall provide the District, prior to the execution of the Contract, with a satisfactory Certificate of Insurance certifying that the required insurance is in force.

During the life of the Project, Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of at least A-, authorized to transact business in the State of Florida, and which are satisfactory to the District. Promptly after the District's issuance of the Notice of Award of this Contract, and prior to commencing the Work, Contractor shall provide evidence of insurance coverages of the types and in the amount required by submitting executed Certificates of Insurance, in the form preferred by the District. Each Certificate of Insurance shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, certified true and exact copies of all required policies shall be provided to the District upon request.

Contractor shall obtain and maintain in full force and effect during the life of this Contract, Worker's Compensation Insurance covering all employees in performance of Work under this Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the District and Engineer harmless from any damages resulting from either Contractor or any subcontractor's failure to secure and/or maintain such insurance.

All policies of insurance required shall require that the insurer give the District thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Registered Mail to: Loxahatchee River District, 2500 Jupiter Park Drive, Jupiter, Florida 33458, Attn: Kris Dean, P.E. In the event of any reduction in the aggregate limit of any policy, Contractor shall immediately restore such limit to the amount required herein.

Receipt by the District of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the District that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

The insurance coverages and limits required of Contractor under the Contract Documents are designed to meet the minimum requirements of the District. They are not designed as a recommended insurance program for Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should Contractor have any questions concerning its exposures to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

If the insurance coverage initially provided by Contractor is to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished to the District thirty (30) days prior to the expiration of current coverages.

All liability insurance policies obtained by Contractor to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the District, its officers, employees, and agents, and Engineer and its shareholders, officers, and directors, and any other person or entity designated by the District, shall be named "additional

insureds” under the Policy and shall also incorporate a Severability of Interest and Cross Liability provision. All insurance coverages provided under this Special Conditions Section 9.08 shall apply to all of Contractor’s activities under the Contract Documents without regard for the location of such activity. The policy shall include a waiver of subrogation provision in favor of the additional insured. This policy shall include, but not be limited to, all of the following coverage in the following minimum amounts:

a.	Vehicle – Owner, Hired, Non-owner – Any Automobile Coverage	
	Injury or death of any one person:	\$1,000,000
	Injury or death of more than one person in any one occurrence:	\$1,000,000
	Property Damage- any one occurrence:	\$ 300,000
b.	Comprehensive General Liability, other than vehicle, including:	
	Comprehensive Premises Operations Explosions and Collapse Hazard Underground Hazard Products/Completed Operations Hazard Broad Form Property Damage Independent Contractors Personal Injury	
	Per Occurrence	\$1,000,000
	Aggregate	\$1,000,000
	Injury or death of any one person:	\$1,000,000
	Injury of death of more than one person in any one occurrence:	\$1,000,000
c.	Property Damage:	
	Each occurrence:	\$ 300,000
	Aggregate operations:	\$ 500,000
	Aggregate protective:	\$ 500,000
	Aggregate contractual:	\$ 500,000

Neither Contractor nor any subcontractor shall commence Work under this Contract until they have obtained all insurance required under this Special Conditions Section 9.08 and have supplied the District with evidence of such coverage in the form of the Certificate of Insurance, and such Certificate has been approved by the District in writing. All such insurance policies shall provide for at least thirty (30) calendar days written notice to the District prior to cancellation. Contractor’s and subcontractor’s insurance shall be primary to any other insurance carried by the District, its

consultants, or Engineer. The District's, its consultants', or Engineer's coverage shall be excess insurance only, and Contractor's insurance policies shall so state.

Contractor shall be responsible for and shall obtain and file insurance certificates on behalf of all its subcontractors within ten (10) calendar day of the subcontractor's start of Work. All Certificates of insurance shall be filed with the District in the office designated in the Contract Documents.

Should Contractor fail to maintain the insurance coverages required by the Contract Documents, the District may, at its option, either terminate this Contract for default or procure and pay for such coverage, charge Contractor, and deduct the costs from payments due Contractor. A decision by the District to procure and pay for such insurance coverages shall not operate as a waiver of any of its rights under the Contract Documents.

Failure of Contractor to submit the required Certificates of Insurance within the times required by this Special Conditions Section 9.08 may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle Contractor to a change in the Contract Sum or time.

9.09 Water Supply

Contractor shall, at its own expense, provide all water needed for construction purposes and for testing.

9.10 Pipeline and Manhole Locations

Pipelines and manholes will be located substantially as indicated on the Plans and Specifications, but Engineer may make such modifications in locations as may be found desirable to avoid interferences with existing structures or for other reasons.

9.11 Elevation Datum

The datum adopted by Engineer is based on National Geodetic Vertical Datum of 1929. All elevations on the Plans and Specifications refer to this datum.

9.12 Easements

The District has obtained, or will obtain, permanent easements and temporary construction easements through private property, where required. The temporary construction easements entitle Contractor to the occupancy and use of the designated area near or adjacent to the Work for purposes related to the Work.

Easements are shown on the Plans and Specifications.

Contractor will not encroach on any property unless it has been established that easements have been obtained or that the property owner has given the District permission in writing. On all other land, Contractor has no rights unless he obtains written consent from the proper parties.

9.13 Occupying Private Land

Contractor shall not (except after written consent from the proper parties) enter or occupy with persons, tools, equipment or materials, any land outside the rights-of-way or property of the District. A copy of the written consent shall be given to Engineer.

9.14 Work in State, County, and Town Rights-of-Way

Attention is directed to the fact that Work will be going on in County rights-of-way. The District has obtained written consent for Contractor to encroach on these rights-of-way for the Work.

Any damage to the areas within these rights-of-way shall be repaired or restored in accordance with their respective standards, specifications, latest revisions and permit requirements.

9.15 Interference with and Protection of Streets

Contractor shall not close or obstruct any portion of the street, road, or private way without obtaining permits therefor from the proper authorities. During the course of the Work, if any street or private way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to Engineer.

Streets, roads, private ways, and walks not closed, shall be maintained passable by Contractor at Contractor's expense, and Contractor shall assume full responsibility for the adequacy and safety of provisions made.

Contractor shall, at least forty-eight (48) hours in advance, notify the proper authorities including, but not limited to, the police, ambulance squad, fire departments, and school district, and any other public authority with jurisdiction in writing, with a copy to Engineer, if a closure of a street is necessary. Contractor shall cooperate with the proper authorities in the establishment of alternate routes. Contractor shall provide adequate detour signs, plainly marked and well lit, in order to minimize confusion. All expenses of street closure shall be the responsibility of Contractor.

Contractor shall, when required by Engineer, schedule its Work so as to interfere as little as possible with the operations of adjacent users and to minimize loss of access by public or private agencies to their place of business.

9.16 Traffic Control

For control of traffic, Contractor shall provide an adequate number of flagmen in accordance with the latest revisions of the Florida Department of Transportation specifications. Contractor shall bear the costs of employing such flagmen.

9.17 Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures

In all cases where Work is to be performed near telephone, power, water, cable TV, or gas company facilities, Contractor shall provide written notification to the respective companies of the areas in which Work is to be performed, within a minimum of forty-eight (48) hours prior to any Work in these areas. Contractor shall comply with all applicable regulations of the State of Florida regarding

the location of underground facilities prior to excavating any area (Sunshine State-One Call of Florida).

9.18 Storage of Materials

Suitable storage facilities shall be furnished by Contractor. All materials, supplies and equipment intended for use in the Work shall be stored by Contractor to prevent damage from exposure, contamination by foreign substances, or vandalism. Engineer shall not accept, or sample for testing, materials, supplies or equipment that have been improperly stored. Materials found unfit for use shall not be incorporated in the Work and shall immediately be removed from the construction or storage site.

9.19 Salvaged Materials and Excavated Materials

In the absence of special provisions to the Contract, salvage materials, equipment or supplies excavated during the course of the Work are the property of the District and shall be cleaned and stored as directed by Engineer.

All excavated materials needed for backfilling operation shall be stored on site. Contractor shall take the appropriate steps to secure any necessary additional area for stockpiling. Contractor shall include in its bid price the removal of such material from site to an area designated by Engineer. The haul distance shall not exceed six (6) miles each way. All excess materials not wanted by the District shall be hauled and disposed of at an approved site, at Contractor's expense.

9.20 Pre-Construction Meeting

Within ten (10) calendar days after the execution of the Contract and prior to start of construction, a planning meeting will be scheduled by Engineer which must be attended by Contractor. This conference will include representatives of Contractor, Engineer, the District, local utilities, regulatory agencies, other contractors performing Work in the area for the District, and any other party that the District may deem as necessary for the orderly performance of the Contract. However, this does not relieve Contractor of the responsibility of contacting local utilities and any other necessary agencies as the circumstances may require. At this meeting the parties shall coordinate the sequence of construction.

9.21 Alterations

Engineer may make alterations in the line, grade, plan, form, dimensions, or materials of the Work or any part thereof, either before or after the commencement of construction of the Work. If such alterations increase or diminish the quantity of Work to be done, compensation for increased Work shall be made at the Contract Unit Prices or under the item for extra Work. For decreased Work, Contractor shall allow the District a credit based on the Contract Unit Prices or by such other means as determined by Engineer. If such alterations diminish the quantity of Work to be done, they shall not warrant any claim for damages or for anticipated profits on the Work that is eliminated.

9.22 Extra and Deleted Work

Contractor shall perform any unforeseen additional Work necessary to the proper completion of the Contract and not otherwise provided for herein, when and as ordered in writing by Engineer and approved by the District (“Extra Work”). For Extra Work, Contractor shall be compensated either:

- a. At the price agreed upon before the Extra Work is commenced and named in the order for the Work, or
- b. If Engineer so elects, for the reasonable cost of said Work, as determined by Contractor and approved by Engineer, plus a percentage of such cost, as set forth below, or
- c. At the unit price indicated in the Contract.

Contractor must submit written notification to Engineer within fifteen (15) days of any event Contractor claims to result in a change in the Scope of the Work or in Extra Work, and Contractor shall quantify such change within thirty (30) days of the event. The District shall provide a response to the Contractor within thirty (30) days from receipt of Contractor’s quantification of the change. The cost of Extra Work performed shall include the cost to Contractor of materials used, equipment installed, common and skilled labor and foremen, and the fair rental price of all machinery used on the Extra Work for the period of such use.

At the request of Engineer, Contractor shall furnish itemized statements of the cost of the Work ordered and give Engineer access to all accounts, bills, and vouchers relating thereto.

Contractor may include in the cost for Extra Work the amounts of additional premiums paid to obtain and maintain the required insurance on account of such Extra Work, including but not limited to: Social Security or other direct assessments upon Contractor’s payroll by Federal or other properly authorized public agencies; and other approved assessments made by Contractor directly to Contractor’s employees, which are recognized to be part of the cost of doing Work.

Compensation for the rental of machinery used for Extra Work shall be based upon an appropriate fraction of the approved monthly rate schedule. The cost of transportation, not exceeding a distance of one hundred (100) miles of such machinery to and from the Work shall be added to the compensation for rental property provided; however, compensation for rental property shall only apply to machinery or equipment used for Extra Work and not already required to be furnished under the terms of the Contract.

Contractor shall not include in the cost of Extra Work, any cost or rental of small tools, buildings, or any portion of the time of Contractor, its superintendent, or its office and engineering staff.

Contractor may add up to fifteen percent (15%) to the cost of Extra Work done by Contractor’s own forces to cover its overhead allowance for use of capital the premium on the Bond as assessed upon the amount of this extra Work, and profit.

Where Extra Work done is performed by a subcontractor, the subcontractor shall compute the cost for the Extra Work, as stated above plus fifteen percent (15%). Contractor shall be allowed an additional five percent (5%) of the subcontractor’s charge for the Extra Work to cover the cost of Contractor’s overhead, use of capital, the premium on the Bonds as assessed upon the amount of this Extra Work, and profit.

If Extra Work is done, Contractor and/or subcontractor shall keep daily records of such Extra Work. The daily record shall include the names of persons employed, hours worked, materials and equipment incorporated, and machinery used, if any, in the execution of such Extra Work. This daily record shall be signed by Contractor's authorized representative and approved by Engineer, verifying that such Work has been done. A separate daily record shall be submitted for each Extra Work order.

Notwithstanding anything contained herein the markup to Contractor and/or subcontractor, for overhead, profit, use of capital, and the premium on the Bonds as the same relates to Extra Work within the scope of Section 01020 of the Technical Specifications, shall not exceed twenty percent (20%).

9.23 Extension of Time on Account of Extra Work

When Extra Work is ordered at any time during the progress of the Work which requires, in the opinion of Engineer, an unavoidable increase of time for the completion of the Contract, additional time shall be certified in writing by Engineer.

9.24 Changes Not To Affect Bonds

It is distinctly agreed and understood that any changes made in the Plans and Specifications for this Work (whether such changes increase or decrease the amount thereof) of any change in the manner of time of payments made by the District to Contractor shall in no way annul, release, or affect the liability and surety on the bonds given by Contractor.

9.25 Non-Assignable

Neither the Contract Documents, nor any monies due hereunder, or any part thereof, shall be assigned, transferred, or sublet by Contractor; nor shall the District be liable to any assignee or transferee, or sub-lessee, without the written consent of the District. Any assignment, transfer, or sublease shall not release or discharge Contractor from any obligation hereunder.

9.26 District Remedies

If Contractor defaults or neglects to carry out any of its obligations under this Contract, or should liens be filed, bills of sale, conditional bills of sale, chattel mortgages, assignments of this Contract without the consent of Contractor, or orders for the payment of money for materials or labor or either, or should Contractor become insolvent or file Bankruptcy, the District shall have the right, in addition to any other rights and remedies provided by law, to (a) perform and furnish through itself or through others any such labor or materials for the Work and to deduct the cost thereof from any money due or to become due to Contractor for all or any portion of the Work; (b) enter upon the premises and take possession for the purpose of completing the Work of all equipment, scaffolds, tools, appliances, and any other items thereon; and (c) to employ any person or persons to complete the Work and provide all labor services, materials, equipment, and other items required therefor. In case of such termination of the employment of Contractor, Contractor shall not be entitled to receive any further payment under this Contract. However, if the unpaid balance of the amount to be paid under this Contract shall exceed the cost and expense incurred by the District in completing the Work, such excess shall be paid by the District to Contractor; but if such cost and expenses shall exceed the unpaid

balance, Contractor shall promptly pay the difference to the District on demand. Said cost and expense shall include not only the cost of completing the Work to the satisfaction of the District and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but all losses, damages, costs and expenses including attorney's fees sustained, incurred, or suffered by reason of or resulting from Contractor default, or by reason for litigation over this Contract.

9.27 Contractor's Remedies

If the District fails to make a payment as provided for in the Contract Documents for a period of thirty (30) days after the date the payment is due, through no fault of Contractor, Contractor may, upon seven (7) additional days' written notice to the District terminate the Contract and recover from the District payment for Work executed including reasonable overhead and profit and costs incurred by reasons of such termination.

9.28 Discontinuance of Construction

Contractor agrees and guarantees to perform the above mentioned Work in accordance with the terms herein, irrespective of any strikes, lockouts, or stoppages and Contractor shall not employ persons, means, materials, or equipment which may cause strikes, Work stoppages, or any disturbances by workmen employed by Contractors.

In the event the District is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppages of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the District's control, or for any reasons whatsoever, then the District herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail for such intention to Contractor herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the District herein shall be liable only for the Work completed up to the cancellation or suspension without the addition of prospective profits or other charges whatsoever.

9.29 Contractor's Responsibility

It is specifically agreed, that all materials shall be supplied and Work shall be done in accordance with the rules, requirements, regulations and directives of various Building Departments, other State, County, or Town departments having jurisdiction over the same; mortgagees, if any; and the Federal Housing Administration or the Veteran's Administration, or their Bureaus, Agencies, Subdivisions, or Agencies or any other governmental bureau, agency, or department interested in this job directly or indirectly.

Contractor shall, at its own cost, obtain all necessary permits, licenses, inspections and certificates pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, orders, notices and requirements, whether or not provided by the Plans, Specifications, General Conditions or other Contract Documents without additional expense to the District. Contractor shall also be responsible for and correct at its own cost and expense, any violations thereof resulting from and in connection with its performance of its Work. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction

selected by Contractor or the safety precautions and programs incident to the Work of Contractor. Engineer's efforts will be directed toward providing assurance for the District that the completed Project will conform to the Contract Documents, but Engineer shall not be responsible for the failure of Contractor to perform the construction Work in accordance with the Contract Documents.

Engineer shall have the authority to reject Work which does not conform to the Contract Documents, and shall have authority, but not the obligation, to stop the Work in the event of any unsafe conditions or unsafe practices on the part of Contractor, any subcontractor or any of their employees. Engineer's ability to stop the Work shall not affect Contractor's liability for the existence of unsafe conditions or practice.

9.30 The District's Right to Terminate

The District may terminate this Contract and take possession of all or some of Contractor's materials, tools, equipment and appliances and complete the Work by any means the District deems fit if any of the following occur: if at any time there shall be filed by or against Contractor in any court a petition in bankruptcy, insolvency, for reorganization, or for the appointment of a receiver or trustee of all or a portion of Contractor's property, where Contractor fails to secure a discharge within thirty (30) days of any such petition; if Contractor makes an assignment for the benefit of creditors or petitions for or enters into an agreement or arrangement with its creditors; if Contractor fails to prosecute the Work properly, fails to complete the Work entirely on or before any date established for partial or final completion; fails to make prompt payment to subcontractors, for materials or labor; or without limitation, fails to perform any provisions of this Contract. The District may terminate this Contract by giving Contractor seven (7) calendar days prior written notice of any such default to Contractor. Such termination shall be without prejudice to any other remedy that the District may have. In case of termination, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed (1) the expense of completing the Work including compensation for additional managerial and administrative services, plus (2) the District's losses and damages because of Contractor's default, such excess shall be paid to Contractor. If such expense, plus the District's losses and damages shall exceed such unpaid balance, Contractor shall pay the difference to the District promptly on demand.

The District may terminate this Contract without cause by giving seven (7) calendar days prior written notice to Contractor, and in such event, the District will pay Contractor for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the date of termination. The District also will reimburse Contractor for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by Contractor, not including overhead, general expenses or profit. The District will not be responsible to reimburse Contractor for any continuing contractual commitments to subcontractors or materialmen or penalties or damages for canceling such contractual commitments inasmuch as Contractor shall make all subcontracts and other commitments subject to this provision.

In the event of termination by the District, the District may require Contractor promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the District may in its sole discretion, choose to take by assignment, and in such event Contractor shall promptly execute and deliver to the District written assignments of the same.

The District may, at any time, terminate the Contract for the District's convenience and without cause. Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination

9.31 Venue, Disputes and Attorney's Fees

This Contract shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Contract is fixed in Palm Beach County, Florida.

Contractor and the District agree that prior to instituting any litigation for damages under this Special Conditions Section 9.31, the parties shall conduct a non-binding mediation to attempt to resolve their dispute. In the event the parties cannot agree upon a mediator, each party shall select a mediator and such mediators shall select a third mediator who shall serve as the mediator for the dispute. In the event such mediation does not occur within thirty (30) days of a written request of either party, the parties shall be free to pursue litigation without first conducting mediation.

In any dispute arising out of the Contract Documents and/or relating to the Work, the Prevailing Party shall be entitled to recover all costs and expenses incurred, including, without limitation, attorneys' and paralegals' fees and costs whether before suit is filed, after suit is filed, on any appeal, and in any bankruptcy proceedings.

9.32 Coordination with District's Existing Facilities

Contractor shall cooperate and coordinate its activities with those of the District when connecting to the existing District facilities, while working on the District plant site, and as specified in the Contract Documents.

The District has adopted a Standard Operating Procedure (SOP) for System Shutdowns and Bypass included in the Appendix and made part of this Contract. The Contractor is responsible for compliance with the SOP including planning all work requiring system shutdowns and/or bypasses to be completed within the Low Risk Holding Time and the Contractors Wastewater Management/Spill Response Plan. Details required for this compliance are included in the Appendix including the allowable duration of the shutdown or bypass (low risk holding time), the location of the isolation facilities, required facility information to determine residual wastewater volume disposal requirements and disposal locations, anticipated continuous flow the Contractor may expect and other pertinent information.

The Contractor is also responsible for all costs associated with the Emergency Operation Measures should these be implemented due to negligence on the Contractor's part or failure of the Contractor to perform the work within the allowed time frame.

9.33 Permits

Unless otherwise identified in Section 01000 of the Technical Specifications, Contractor shall be responsible for obtaining any and all permits (i.e., building permits) necessary for the Work under this Contract and pay the costs thereof, said permits may be included as part of the Contract Documents. If differences between the specifications and conditions of the permits exist, the permits shall govern.

9.34 Coordination of Construction

A. General

Contractor shall be responsible for the maintenance of utility operations during construction as specified in the Section 01500 of the Technical Specifications.

B. Temporary Facilities

District personnel must have ready access at all times to all existing structures. Temporary facilities shall include any equipment, materials, controls, services and accessories temporarily needed for access to, and for protection of all existing structures and equipment, and to maintain an operating system, in accordance with the provisions of these Specifications.

The size or capacity of the temporary facility shall generally be equal to the size or capacity of the facility replaced, unless otherwise indicated on the Contract Plans and Specifications or otherwise directed and approved by the District. All temporary facilities shall be removed when they are no longer required unless otherwise agreed upon in writing. To substitute an unscheduled temporary facility for an existing or new facility, Contractor shall prepare and submit a plan and description of the proposed temporary facility to the District. Upon receipt of the written approval of the District, Contractor shall then submit the notification of intent to commence Work.

C. Coordination with District Personnel

Before commencing Work involving removing or placing in operation existing or new facilities, Contractor shall notify the District in writing at least thirty (30) calendar days in advance. The District shall be responsible for removing facilities from operation. Only the District can authorize the shutdown of any portions of the sanitary system. Contractor shall, under no circumstances, interfere with any existing BLM House or collection system.

9.35 Field Layout Work

All Work under this Contract shall be constructed in accordance with the lines and grades shown on the Contract Plans and Specifications or as directed by Engineer. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake-out survey shall be referred immediately to Engineer for interpretation or correction.

All survey Work for construction control purposes shall be made by Contractor at its expense as set forth in General Conditions Section 10.11.

Contractor shall establish all base lines for the location of the principal component parts of the Work together with benchmarks and batter boards adjacent to the Work. Based upon the information provided by the Contract Plans and Specifications, Contractor shall have the responsibility to carefully preserve the benchmarks, reference points and stakes. In case of destruction thereof by

Contractor or resulting from its negligence, Contractor shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such marks, reference points, and stakes.

Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal causes of construction shall be reestablished by Contractor; and all reference ties recorded therefore shall be furnished to Engineer. All computations necessary to establish the exact position of the Work shall be made and preserved by Contractor.

9.36 Submittals

A. Progress Schedule

Prior to executing the Contract, but after the award of the Contract to the Successful Bidder, the Successful Bidder shall prepare and submit the proposed progress schedule to Engineer for review and comments. The schedule shall be prepared using Oracle - Primavera P6. The contractor shall supply the electronic Primavera P6 schedule and a PDF copy of the Primavera P6 Gantt chart.

The schedule shall be prepared using the Critical Path Method (“CPM”) and shall depict in detail the proposed sequence of the Work and identifying construction activities for each structure, collection, transmission, or treatment facility. The schedule shall be time scaled, identifying the first day of each week, with the estimated date of starting and completion of each stage of the Work in order to complete the Project within the Contract time.

Contractor shall revise the progress schedule to reflect Engineer’s comments prior to approval.

An updated schedule shall be submitted monthly with each Progress Payment Application depicting progress to the last day of the month. Subsequent changes to the schedule shall be accompanied by a letter of explanation with appropriate references and revision dates on the schedule.

B. Operation and Maintenance Instruction for all Valves and Mechanical Devices

1. Individual Instructions

When required by Engineer, Contractor, through manufacturer’s representatives, shall provide instruction to the District’s designated employees regarding the operation and care of all equipment furnished by Contractor and installed hereunder.

2. Written Instructions

When required by Engineer, Contractor shall furnish and deliver to Engineer, prior to final payment, six (6) complete sets of instructions, technical bulletins, and any other printed matter such as diagrams, prints or drawings, containing full information required for the proper operation, maintenance, and repair of all Contractor furnished equipment. Included in this submission shall be a spare parts diagram and complete spare parts list. The information provided shall include a source of replacement parts and names of service representatives,

including addresses and telephone numbers. Extensive pictorial cuts of equipment are required for operator reference in servicing. These requirements are a prerequisite to the operation and acceptance of equipment. Each set of instructions shall be bound together in appropriate three-ring binders. A detailed table of contents shall be provided for each set. Written operation and maintenance instructions shall be required for all equipment items supplied for this Project. The amount of detail required shall be commensurate with the complexity of the equipment item.

Information not applicable to the specific piece of equipment installed on this Project shall be removed from the submission.

When written instructions include shop drawings and other information previously reviewed by Engineer, only those editions thereof which were accepted by Engineer, and which accurately depict the equipment installed, shall be incorporated in the instructions.

C. Maintenance and Lubrication Schedules

When required by Engineer, Contractor shall furnish complete Equipment Maintenance and Lubrication Schedules for each piece of mechanical equipment such as valves, gates, etc. The complete forms (six copies), as provided in Section 01300 entitled "Submittals" of the Technical Specifications shall be submitted along with the shop drawings and included with the furnished O&M Manuals.

D. Schedule of Values

Contractor shall submit as a shop drawing a Schedule of Values for Engineer's review at the Pre-Construction Meeting. The Schedule of values shall contain the installed value of the component parts of the Work for the purpose of making progress payments during the construction period. The Schedule shall provide sufficient detail for the proper identification of Work accomplished. Each item shall include its proportional share of all costs, including Contractor's overhead contingencies and profit. The sum of all scheduled items shall equal the total value of the Contract. For payments on acceptable stored material items, Contractor shall also submit a separate list covering the cost of materials, delivered, and unloaded at the project site along with delivery invoices with taxes paid. Stored materials will be paid for items to be used within thirty (30) days of delivery. In addition, the listing shall also include the installed value of the item with coded reference to the Work items in the Schedule of Values.

Contractor shall expand or modify the above schedule and materials listing as required by Engineer's initial and subsequent reviews.

E. Schedule of Payments

Contractor shall submit a Schedule of Payments at the Pre-Construction meeting to be approved by the District. The Schedule of Payments shall contain Contractor's expected Progress Payment values throughout the construction period, for the purpose of assuring that the District will have sufficient monies available to make payments in the expected amounts

for each payment period. Contractor shall provide an updated Schedule of Payments with each Progress Payment Application.

F. Contractor's Shop and Working Drawings

Contractor shall submit shop and Work drawings in accordance with General Conditions Section 10.07.

9.37 Inspection and Testing

The Contractor shall employ and pay for the services of an independent test laboratory for specified testing.

The Work or actions of the testing laboratory shall in no way relieve Contractor of its obligations under the Contract. The laboratory testing Work shall include such inspections and testing required by the Contract Document, existing laws, codes, ordinances, etc. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform or approve any of Contractor's Work.

Contractor shall allow Engineer ample time and opportunity for testing materials and equipment to be used in the Work. Contractor shall advise Engineer promptly upon placing orders for materials and equipment so that arrangements may be made, if desired, for inspection before shipment from place of manufacture. Contractor shall at all times furnish Engineer and Engineer's representatives, facilities including labor, and allow proper time for inspecting and testing materials, equipment, and workmanship. Contractor must anticipate that possible delays may be caused in the execution of the Work due to the necessity of materials and equipment being inspected and accepted for use. Contractor shall furnish, at Contractor's own expense, all samples of materials required by Engineer for testing. Contractor shall make its own arrangements for providing water, electric power, or fuel for the various inspections and tests of structures and equipment.

Contractor shall furnish the services of representatives of the manufacturers of certain equipment, as prescribed in other sections of the Specifications. Contractor shall also place orders for such equipment on the basis that, after the equipment has been tested prior to Final Completion of the Work; the manufacturer will furnish the District with certified statements that the equipment has been installed properly and is ready to be placed in functional operation. Tests and analyses required of equipment shall be paid for by Contractor, unless otherwise specified in writing.

The Contractor will pay the cost of all tests, inspections, or investigations undertaken by the order of Engineer for the purpose of determining conformance with the Contract Documents if such tests, inspections, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever nonconformance is determined by Engineer as a result of such tests, inspections, or investigations, Contractor shall bear the full cost thereof or shall reimburse the District for said cost. The cost of any additional tests and investigations, which are ordered by Engineer to ascertain subsequent conformance with the Contract Documents, shall be borne by Contractor.

9.38 Utilities and Services

A. General

Contractor shall provide for utilities and services for its own operations, as well as field offices. These shall include electrical power, water, ventilation, sanitary facilities and telephone service. Contractor shall furnish, install and maintain all temporary utilities during the Contract period including removal upon completion of the Work. Such facilities shall comply with regulations and requirements of the National Electrical Code, OSHA, Florida Power and Light, and applicable Federal, State, and local codes, etc.

B. Temporary Power

Contractor shall arrange with Florida Power and Light for construction period service and pay all costs for the work and power. In addition to providing for a safe construction period distribution system, Contractor shall provide a safe and adequate artificial lighting system for work areas which do not have sufficient natural light. Temporary lighting shall be maintained during non-working periods if the area is subject to access by the public or plant personnel. Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by the District or at the time of Beneficial Occupancy.

C. Permanent Power

Utility charges for power consumed by permanent electrical facilities used for normal operations and maintenance of the treatment plant will be paid by the District.

D. Temporary Water

Contractor shall pay for all water used for construction, flushing, testing and temporary sanitary facilities. Contractor shall provide and maintain all piping, fittings, adapters, and valves required.

E. Temporary Ventilation

Contractor shall provide and maintain adequate ventilation for a safe working environment. In addition, forced air ventilation shall be provided for the curing of installed materials, humidity control and the prevention of hazardous accumulations of dust, gases or vapors.

F. Temporary Sanitary Facilities

Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with local codes and regulations and be situated at approved locations.

9.39 Security

Contractor shall employ watchmen and security guards in its sole discretion, as it deems necessary to

protect the job site against vandalism, burglary, theft, trespassing, etc. Contractor shall care for and protect against loss or damage all material to be incorporated in the construction, including but not limited to, the existing plant structures, equipment and materials for the duration of the Contract, shall repair or replace damaged or lost materials and damaged structures at no additional cost to the District.

Contractor shall be responsible for providing, maintaining and securing gates used for construction purposes for the duration of the Project.

9.40 Special Controls

A. Chemicals

All chemicals used during Project construction or furnished for testing or Project operation, whether herbicide, pesticide, disinfectant, polymer, reactant of other classification, must be approved by either EPA or HUD. The handling, use, storage and disposal of such materials, containers or residues shall be in strict conformance to the manufacturer and/or supplier's instructions. Unless otherwise authorized, such materials shall be kept in secured storage. Copies of antidote literature shall be kept at the storage site and at Contractor's job site office. A supply of antidotes shall be kept at Contractor's office.

B. Dust

During construction Contractor shall, by the application of water and/or calcium chloride or other means, approved by Engineer, eliminate dust annoyance to adjacent property owners, business establishments, and all vehicular traffic. Contractor shall take all protective measures, to the satisfaction of Engineer, necessary to ensure that dust and debris do not enter any adjacent property or roadway. Contractor shall be responsible for the cleanup of existing property and roadways which have become soiled due to lack of proper dust control as determined by Engineer.

C. Noise

Noise resulting from Contractor's Work shall not exceed the noise levels and other requirements stated in local ordinances. Contractor shall be responsible for curtailing noise resulting from its operation. Contractor, upon written notification from Engineer or the noise control officers, shall make any repairs, replacements, adjustments, additions to and/or furnish mufflers when necessary to fulfill noise level requirements.

D. Erosion Abatement and Water Pollution

It is imperative that any Contractor dewatering operation does not contaminate or disturb the environment of the properties adjacent to the plant. Contractor shall, therefore, schedule and control its operations to confine all runoff water from disturbed surfaces, and water from dewatering operations that becomes contaminated with lime, silt, muck, and other deleterious matter, fuels, oils, bitumens, calcium chloride, chemicals and other polluting materials.

Contractor shall construct temporary stilling basin(s) of adequate size and provide all

necessary temporary materials, operations, and controls including, but not limited to, filters, coagulants, screens, and other means necessary to attain the required discharge water quality.

Contractor shall be responsible for providing, operating, and maintaining materials and equipment used for conveying clear water to the point of discharge. All pollution prevention procedures, materials, equipment and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the removal of the materials, equipment and related items, Contractor shall restore the area to the existing condition prior to commencing the Work.

E. Pests and Rodents

Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage. Contractor shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents. Contractor shall, at its expense, provide the services of an exterminator on a periodic basis to inspect the job site and to provide services as required to control pests and rodents.

F. Periodic Clean-Up; Basic Site Restoration

During construction, Contractor shall regularly remove from the site all accumulated debris and surplus materials of any kind which result from the construction. Unused equipment and tools shall be stored at Contractor's yard or base of operations for the Project.

Contractor shall perform the clean-up Work on a regular basis and/or as frequently as ordered by Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such site restoration shall also be accomplished, when ordered by Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

Upon failure of Contractor to perform periodic clean-up and basic restoration of the site to Engineer's satisfaction, Engineer may, upon five (5) calendar days prior written notice to Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting therefrom shall be charged to Contractor and deducted from any amounts of money that may be due it.

9.41 Storage and Construction Areas

A. Storage and Construction Areas

Contractor shall confine its construction operations within the Contract limits shown on the Plans and Specifications and/or property lines and/or fence lines. All on-site Contractor Staging Areas shall be confined to designated areas as shown on the Plans and Specifications. Any additional staging and storage areas required by Contractor shall be provided by Contractor.

Contractor shall be solely responsible for the protection and safekeeping of equipment and

materials at or near the sites. No claim shall be made against the District for any act of an employee or trespasser. Should an occasion arise necessitating access to an area occupied by stored equipment and/or materials, Contractor shall immediately move such equipment or materials. No equipment or materials shall be placed upon the District's property until written approval has been received from the District.

Upon completion of the Contract, Contractor shall remove from the staging areas all equipment, fencing, surplus materials, rubbish, etc., from the construction, storage, and staging areas, and restore the areas to their original condition.

9.42 Equipment and Materials

A. General

All equipment, materials, instruments or devices incorporated in this Project shall be new and unused, unless indicated otherwise in the Contract Documents or in writing signed by the District and Contractor. All equipment, materials, instruments or devices shall be the products of reliable manufacturers who, unless otherwise specified, have been regularly engaged in the manufacture of such material and equipment for the use as identified for this Project for, at least five (5) years.

Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered as nearly as feasible in the order required for executing the Work.

Contractor shall protect all equipment and materials from deterioration and damage. The equipment and materials shall be handled and stored by the manufacturer, fabricator supplier and Contractor before, during, and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, damage or theft of any kind whatsoever. Any equipment exhibiting any of the above, shall be removed and replaced at Contractor's expense; such expense shall include both labor and materials.

B. Storage

Contractor shall store its equipment and materials in accordance with Special Conditions Section 9.18, Storage of Materials, at the job site in accordance with the manufacturer's recommendations and as directed by Engineer. Contractor shall not store unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded or kept in a condition that would endanger the safety of others. Contractor shall enforce the instructions of the District and Engineer regarding the posting of regulatory signs for loading structures, fire safety, and smoking areas.

C. Handling and Maintenance

The manufacturer's storage instructions shall be carefully followed and any deviations shall be approved by the manufacturer in writing with a copy to Engineer. Equipment with moving parts, such as gears, electric motors, etc., and/or instruments, control panels, and switch gears, shall be stored in a temperature and humidity controlled building until the equipment is to be

installed, and such equipment shall be rotated per the manufacturer's recommendations while in storage and during the period between installation and acceptance of the Work.

The equipment shall be stored fully lubricated unless otherwise instructed by the manufacturer. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance of the Work. New lubricants shall be put into the equipment at the time of acceptance of the Work.

Equipment with electric motors having space heaters shall have the space heaters energized unless stored in a temperature and humidity controlled building. Space heaters shall be energized at the time of installation and maintained until acceptance of the equipment.

9.43 Project Closeout

A. General

As construction of the Project enters the final stages of completion, Contractor shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:

1. Schedule equipment manufacturer's visits to site.
2. Calibrate instruments and controls.
3. Required testing of Project components.
4. Schedule facilities start-up and initial operation.
5. Schedule and furnish skilled personnel during initial facilities operation.
6. Correct and/or replace Defective Work, including completion of items previously overlooked or Work which remains incomplete, all as evidenced by Engineer's "Punch List".
7. Attend to any other items listed herein or brought to Contractor's attention by Engineer.

A. Substantial Completion

Items to be completed and provided prior to issuance of Substantial Completion shall include but not be limited to the following:

1. All equipment mfg. visits to the site
2. Startup tests completed and documentation provided to the Engineer
3. All instruments and controls calibrated and tested
4. All components of the Project successfully tested
5. Instruction provided to personnel on operation of equipment as required by the Technical Specification.
6. Project and its constituent pieces must be fully operational in accordance with Contract requirements and permits.
7. Restore areas disturbed by construction activities.

B. Cleaning and Restoration

Before the Final Completion of the Project, Contractor shall accomplish the cleaning and final adjustments of the various facility components as specified in the Specifications, including:

1. Clean and lubricate all finish hardware after adjustment for proper operation.
2. Touch up marks or defects in painted surfaces and touch up any similar defects in factory finished surfaces.
3. Remove all stains, marks, fingerprints, soil, spots, and blemishes from all finish surfaces.
4. Restore all areas disturbed by construction operations to conditions equal to or better than that which existed prior to the Work.

D. Project Record Drawings and Documents

Contractor shall keep a set of drawings at the jobsite. As-built plans shall be submitted for Work completed at the end of each pay period. The payment application will not be processed until the as-built plans are approved by Engineer. Contractor shall be held responsible for the accuracy of such data, and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by Contractor.

Before the Final Completion of the Project, Contractor shall submit to Engineer (or to the District if indicated) certain records, certifications, etc., which are specified elsewhere in the Contract Documents. Missing, incomplete, or unacceptable items, as determined by Engineer or the District, shall constitute grounds for withholding Final Payment to Contractor. A partial list of such items appears below, but it shall be Contractor's responsibility to submit any other items which are required in the Contract Documents:

1. Test results of Project components.
2. Performance affidavits for equipment.
3. Operation and maintenance instructions or manuals for equipment.
4. Month-to-month records containing all deviations from the Plans and Specifications, Addenda, and Modifications of Shop drawings. Such records shall be prepared from record drawings showing correct and accurate changes and deviations from the Work made during construction so as to reflect the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, be neat, legible and be on Mylar or other approved reproducible material. Contractor shall secure and pay for the services of a registered land surveyor for a final survey at every 100 feet of the location of the pipeline upon completion of construction. Signed and sealed "As Built" record drawings showing pipe location, slopes, depths of cover, offsets, and location of all fittings, valves, manholes, and all related appurtenances shall be submitted to Engineer. Missing, incomplete or inaccurate drawings as specified herein and as determined by Engineer, shall constitute grounds for withholding final payment to Contractor.
5. In addition to items specified under Article 4 Section 6 of the Contract, all technical documentation as specified elsewhere in the Contract Documents and particularly in the Technical Specifications.

E. Grease, Oil and Fuel

All grease, oil, and fuel required for testing of equipment shall be furnished by Contractor. Contractor shall also furnish a one (1) year's supply of lubricants including grease and oil in the type recommended by the manufacturer for each item of equipment supplied.

F. Touch-Up and Repair

Contractor shall touch-up and repair damage to all field painted and factory finished equipment. Touch-up of equipment, panels, etc. shall match as nearly as possible to the original finish. If in the opinion of Engineer the touch-up Work is not satisfactory, Contractor shall repaint the item.

G. Chemicals

All chemicals required for testing of equipment or the process shall be furnished by Contractor. Contractor shall also furnish chemicals for the District's use where specified.

H. Closeout and Punch Lists

Contractor shall notify Engineer and the District in writing when the Work has reached Substantial Completion. Engineer will make an inspection of the Project for the purposes of determining the Work has reached Substantial Completion and for discovering and developing a list of Work not found acceptable and requiring cleaning, repair or replacement ("Punch List"). If Engineer determines the Project to be substantially complete, Engineer shall issue the Certificate of Substantial Completion. If the Project has an estimated cost of less than \$10 million, the Punch List shall be developed within thirty (30) days following actual Substantial Completion of the Project. If the Project has an estimated cost of more than \$10 million, the Punch List shall be developed within sixty (60) days following actual Substantial Completion of the Project. The Punch list shall be delivered to Contractor within five (5) days of the development of the Punch List. The Final Completion date shall not be less than thirty (30) days following delivery of the Punch List.

Upon receipt of the Punch List, Contractor shall perform all work necessary to complete the Punch List. Work that has been inspected and accepted by Engineer shall be maintained by Contractor, until Final Completion of the entire Project. Upon completion of the items on the Punch List, Contractor shall notify Engineer in writing that the Project is ready for inspection. This procedure will continue until the entire Project is accepted by Engineer. "Final Payment" will not be processed until the entire Project has been accepted by Engineer in writing by issuance of the Certificate of Final Completion and all of the requirements in Special Conditions Section 9.43 D. - Project Record Drawings and Documents have been satisfied. Contractor's acceptance of final payment from the District shall constitute a full waiver and release by Contractor of all claims against the District arising out of or relating to the Project or Work.

Final cleaning and repairing shall be scheduled upon completion of the Project.

I. Partial Utilization

Prior to the completion of the Project, it may be necessary to place into service various facilities, structures, equipment and processes in accordance with the Sequence of Operation and Construction. Whenever a structure, equipment, or process has been completed and tested, Contractor shall notify Engineer that it is ready for inspection. Any Work not found acceptable will be noted on the "Punch List." Whenever Contractor has completed the Work and it has been accepted by Engineer, the District shall take possession, operate and maintain the facility, and equipment warranties begin ("Partial Utilization"). Partial Utilization shall not constitute Substantial Completion.

J. Tools and Spare Parts

1. Tools

Any special tools (including grease guns or other lubricating devices) which may be necessary for the adjustment, operation, and maintenance of any equipment shall be furnished with the respective equipment. Contractor shall furnish a complete list of tools and instructions for their use, recommended by the manufacturer or supplier with the Shop Drawing Submittal.

2. Spare Parts

Spare parts for equipment shall be furnished where indicated in the equipment specifications and/or as recommended by the equipment manufacturer. Spare parts shall be identical and interchangeable with original parts. Parts shall be supplied, prepared for storage, in clearly identified containers, except large or bulky items which may be wrapped in polyethylene.

The parts shall be stored separately in a locked area, maintained by Contractor, and shall be delivered to the District at a location designated by the District. Contractor shall furnish an inventory listing all spare parts in the form included herein for each piece of equipment.

K. Start-Up and Field Instructions

The bid prices for the equipment furnished by Contractor shall include the cost of competent manufacture representatives of all equipment to supervise the installation, adjustment and testing of the equipment and to instruct the District's operating personnel in their operation and maintenance of all equipment. The supervision may be divided into two or more time periods as required by the installation program or as directed by Engineer.

The manufacturer's representatives shall certify in writing that the installation and testing of the equipment has satisfactorily been completed and that the equipment is ready for operation and the District's operating personnel have been instructed in the operation, maintenance, and lubrication of the equipment.

Contractor shall provide the services of the manufacturer's representative(s) for additional time as required should difficulties arise in the operation of the equipment due to the manufacturer's design or fabrication of the equipment or faulty installation by Contractor.

This additional service shall be provided at no cost to the District for the duration of the Contract and one (1) year maintenance period.

L. Final Clean-Up and Site Restoration

Before finally leaving the site, Contractor shall wash and clean all exposed surfaces which have become soiled or marked. Contractor shall remove from the site of the Work all accumulated debris and surplus materials of any kind which result from its operation, including construction equipment, tools, sheds, sanitary enclosures, etc. Contractor shall leave all equipment, fixtures, and Work, which he had installed, in a clean condition. The completed Project shall be turned over to the District in a neat and orderly condition.

All damage, as a result of Work under this Contract, to existing structures, pavement, driveways, curb and gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, and other obstructions not specifically mentioned herein shall be repaired.

9.44 Open Specifications

Where materials or equipment are specified by a trade or brand name, it shall not be the intention of the District to discriminate against an equal product of another manufacturer but rather to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases, fully equal to approved samples. Where a trade or brand name is specified with the words "or equal" or "equivalent," this is understood to mean that other trade or brand names may be substituted that are, in the opinion and judgment of Engineer, equal in quality and performance. Even though the words "or equal" or "equivalent" are used in the Specifications, unless a substitute is approved in writing by Engineer, Engineer shall have the right to require the use of the material or equipment specified by trade or brand name.

9.45 Spare Parts List

The equipment supplier shall prepare a recommended spare parts list. Six (6) copies of the recommended spare parts list shall be submitted with the shop drawings.

9.46 Applicable Standards and Codes

Whenever reference is made to any published standards, codes, or standard specifications, such reference shall mean the latest issue of that standard, code, specifications, or tentative specification of the technical society, organization, or body referred to which is in effect at the date of invitation for bids.

9.47 Copies of Plans and Specifications

Contractor shall be provided with three (3) complete sets of Plans and Specifications for its use at nocharge. Signed and sealed drawings which are necessary to obtain Building Permits will also be provided to Contractor by Engineer at no charge.

9.48 Restoration – Special

Existing areas of special landscaping materials, irrigation systems, ground cover and any other improvements that are damaged shall be restored with new materials to equal or better than existing conditions. Technical Specifications may contain additional requirements.

9.49 Contractor Performance Reviews and Ratings

The District shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor’s performance under the contract with performance ratings as follows:

- Satisfactory Performance meets contractual requirements. The contractual performance of the element being assessed may contain some minor problems for which corrective actions taken by the Contractor were satisfactory
- Unsatisfactory Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performancecontains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The report shall also list discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the Contractor’s satisfactory performance record on future Contracts.

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GENERAL CONDITIONS

ARTICLE 10

- 10.10 Mutuality of Provisions
- 10.11 Restoration of Property
- 10.12 Notice
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TITLE

- 10.01 General
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10.27	Protection Against Electrolysis
10.28	Indemnification and Confidentiality
10.29	Work by Others
10.30	Record Drawings
10.31	Non-Waiver

10.01 General

Contractor shall furnish all labor, materials, tools and equipment necessary to do all Work required for the completion of each item of this Contract as specified herein. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described, but shall include all incidental Work necessary or customarily done for the completion of that item.

10.02 Definitions

Wherever the words or terms defined in this Section or pronouns used in their stead occur in the Specifications or other Contract Documents, they shall have the meanings herein given.

- a. "AASHTO" shall mean the American Association of State Highway and Transportation Officials.
- b. "ACI" shall mean the American Concrete Institute.
- c. "Addendum" shall mean modification of the Contract Documents issued in writing by Engineer prior to opening the bids.
- d. "ANS" shall mean American National Standard, as approved by the American National Standards Institute, Inc.
- e. "ASTM" shall mean the American Society for Testing and Materials.
- f. "AWWA" shall mean the American Water Works Association.
- g. "Bid" shall mean the documents that comprise the submission for the Work of this Project.
- h. "Bid Period" shall mean the time period from when the Bid Documents will be available to the deadline for submitting Bids.
- i. "Bidder" shall mean one who submits a Bid directly to District, as distinct from a sub-bidder, who submits a Bid to the Bidder.
- j. "Bid Documents" include the Advertisement for Bids, Instructions to Bidders, Proposal, Questionnaire, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipts of Bids).
- k. "Change Order" shall mean a written change, addition, or deletion to the Contract Documents signed by both Contractor and the District.
- l. "Contract" shall mean the agreement between the Successful Bidder and the District for performance of the Work.
- m. "Contract Documents" shall mean all documents that comprise the agreement of the parties related to this Project. The Contract Documents include the Notice to Contractors, Instructions to Bidders, Proposal, Questionnaire, Bid Security, Contract, Public Construction

Bond, Sworn Statement of Public Entity Crimes, Opinion of District's Attorney, Final Release of Lien, Special Conditions, General Conditions, Technical Specifications, Standard Details and Plans, including all modifications, addenda, and Change Orders contained in any documents before or after execution of the Contract

- n. "Contract Sum" shall mean the total amount due to Contractor as a result of Work on the Project, including any amounts as a result of Change Orders.
- o. "Contract Time" shall mean the time to complete the Project as set forth in the Contract Documents. Reference to "days" shall mean calendar days unless otherwise noted.
- p. "Contractor" shall mean the Successful Bidder with whom the District signs the Contract for the Work or its duly authorized agents.
- q. "County" shall mean Palm Beach County, as may be applicable.
- r. "Defective" shall mean the Work does not conform to the Contract Documents or does not meet the requirements of any applicable inspection, reference standard, test, or approval.
- s. "District" shall mean the Loxahatchee River Environmental Control District, acting through its properly authorized representatives.
- t. "Engineer" shall mean the engineer designated by the District as its engineering representative during the course of construction to make appropriate inspection and computation of payments, whether acting directly or through properly authorized agents, inspectors or representatives of Engineer, acting within the scope of duties entrusted to them.
- u. "Final Completion" shall mean the time when Engineer determines that all Contract Document requirements have been completed.
- v. "IEEE" shall mean the Institute of Electrical and Electronic Engineers, Inc.
- w. "Notice of Award" shall mean the District's notification of the Contract to the Successful Bidder.
- x. "Notice to Proceed" shall mean the written notice from the District to the Contractor to proceed with the Work.
- y. "Plans" shall mean any and all drawings, plans, sketches, diagrams, designs, lists, exhibits, or other graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work for the Project.
- z. "Pricing Schedule" shall be based upon the Bid item(s) and shall establish the value of the Contract Award. .
- aa. "Project" shall mean the entire construction to be performed as provided in the Contract Documents.

- bb. “Schedule of Values” is established between Contractor and Engineer to determine the appropriate cost of component items that were used to establish the “Pricing Schedule,” and the value to be paid as Work is completed. The Schedule of Values shall be determined during the Pre-Construction Meeting.
- cc. “Specifications” shall mean the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.
- dd. “Substantial Completion” shall mean the date as certified by Engineer when the construction of the Project or a specified part thereof is completed, in accordance with the Contract Documents and applicable permits, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with the Contract.
- ee. “Successful Bidder” shall mean the lowest cost, qualified, responsive, responsible Bidder to whom the District, based on the District’s evaluation hereinafter provided, makes an award.
- ff. “Work” shall mean any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment, services, and other incidentals and the furnishing, installation, and delivery thereof and all Work reasonably inferable therefrom.

10.03 Plans and Specifications are Supplementary

The Plans and Specifications are intended to supplement each other, and together constitute one complete set of Contract Documents, so that any Work exhibited in the one and not the other shall be executed just as if it has been set forth in both, in order that the Work shall be completed in every respect according to the complete design or designs as decided and determined by Engineer. In the event of a conflict in the Plans and Specifications, the Specifications shall be considered prevailing. Should Contractor find that anything is omitted from the Plans and Specifications which is necessary for a clear understanding of the Work, or that there is an error in either Plans or Specifications, Contractor shall promptly notify Engineer. From time to time during the progress of the Work, Engineer may furnish supplementary or working drawings necessary to show changes or define the Work in more detail, and these also shall be part of the Contract Documents.

10.04 Handling and Distribution

Contractor shall, at its own expense, handle, haul, deliver, and distribute all materials and all surplus materials on the different portions of the Work, as necessary. Contractor shall provide suitable and adequate storage room for materials and equipment, until the Final Completion of the Work.

Storage charges and demurrage charges by transportation companies and vendors, which result from delays in handling, shall be borne by Contractor.

10.05 Materials, Samples, Inspection, Approval

Unless otherwise indicated on the Plans and Specifications or specified, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by Contractor to be incorporated in the Work shall be subject to the inspection and approval of Engineer.

No material shall be processed for, fabricated for, or delivered to the Work without prior approval of Engineer.

Within thirty (30) calendar days after the award of the Contract, Contractor shall submit to Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment proposed to be incorporated into the Work. When shop and working drawings are required as specified below, such information shall be submitted prior to the submission of the drawings so that Engineer may consider and approve or disapprove the manufacturer and/or the supplier as to its ability to furnish a product meeting the Specifications, subject to final approval of the particular material or equipment. As requested, Contractor shall also submit data relating to the material and equipment proposed to be incorporated into the Work, in sufficient detail to enable Engineer to identify the particular product in question and to form an opinion as to its conformity to the Contract requirements.

Such data shall be submitted in a manner similar to that specified for shop and working drawings.

Facilities and labor for the handling and inspection of all materials and equipment shall be furnished by Contractor. Defective materials and equipment shall be removed immediately from the site of the Work. The Contractor will make arrangements for, and pay for soil density tests wherever and whenever the District desires, but at no less than every 1 foot lift and 400 LF of trench backfill, 1 foot lift and 100 SF of roadway subgrade and base and 1 foot lift and 100SF of fill beneath concrete on grade. If the results of a soil density test indicate that compaction is less than that specified, Contractor shall recompact and retest soil density with no additional cost to the District.

If Engineer so requires, either prior to beginning or during the progress of the Work, Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed and shipped as directed, at the expense of Contractor. Contractor shall, at its expense, furnish approved molds for making concrete test cylinders. Except as otherwise specified, the District shall make arrangements for, and pay for, the tests. All samples shall be packed so as to reach their destination in good condition, and shall be labeled to indicate the material represented, the name of the building or Work and location of which the material is intended, and the name of Contractor submitting the sample. To ensure consideration of samples, Contractor shall notify Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. In no case shall the letter of notification be enclosed with the samples.

Contractor shall submit data and samples to Engineer, or place its orders, sufficiently early to permit Engineer to consider, inspect, test, and approve the materials and equipment before they are incorporated in the Work. Delay resulting from Contractor's failure to do so shall not be used as a basis of a claim against the District or Engineer. When required, Contractor shall furnish to Engineer three (3) sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, concrete and equipment data.

After Engineer approval of the samples, data, etc., the materials and equipment used in the course of the Work shall correspond therewith.

10.06 Inspection of Work Away from the Site

If Work done off the construction site is to be inspected on behalf of the District during its fabrication, manufacture, or testing, or before shipment, Contractor shall give notice to Engineer of the place and time where such fabrication, manufacture, testing or shipping is to be done. Such notice shall be in writing and delivered to Engineer in ample time so that the necessary arrangements for the inspection can be made.

10.07 Contractor's Shop and Working Drawings

Contractor shall submit for approval six (6) copies (unless otherwise specified in writing) of shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for this Contract, and materials and equipment for which such drawings are specifically requested. All shop and working drawing submittals shall be prepared and submitted in accordance with Section 01300 of the Technical Specifications.

10.08 Health, Safety and Environmental Program

The Contractor shall adhere to all applicable federal and state occupational safety and health laws as they apply to this Contract.

The Contractor will enforce the Loxahatchee River Environmental Control District's safety rules and practices as they apply to the Contractor's employee's, in addition to the Contractor's own safety rules and procedures.

The Contractor shall provide all of its subcontractors with copies of all safe working procedures and shall ensure their enforcement.

10.09 Insufficiency of Safety Precautions

Failure of Contractor to provide these required conditions shall be a material breach of this Contract and the District shall be entitled to stop the Work until such time as Contractor corrects these conditions, without payment to Contractor of extension of time to complete the Work.

10.10 Sanitary Regulations

Contractor shall provide adequate sanitary conveniences for the use of those employed on the worksite. Such conveniences shall be made available when the first employees arrive on the worksite, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required or approved.

Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. Contractor shall rigorously prohibit the committing of nuisances on the

worksite, on the lands of the District, or any adjacent property. Contractor is solely responsible for the use and maintenance of the sanitary facilities.

The District and Engineer shall have the right to inspect any building or other facility erected, maintained, or used by Contractor, to determine whether or not the sanitary regulations have been complied with.

10.11 Lines, Grades and Measurements

Contractor shall employ, at its own expense, a land surveyor who shall be registered in the State of Florida and who shall be thoroughly experienced in field layout work. Said surveyor shall establish all lines, elevations, reference marks, etc., needed by Contractor during the progress of the Work, and from time to time Contractor shall verify such marks by instrument or by other appropriate means.

Alignment and grade of all pipes, tunnels and borings shall be controlled by use of lasers, levels or other equipment as required to assure proper alignment and grade. Contractor shall furnish all lasers and accessories as required and approved by Engineer. Contractor's engineer will set and check each laser each day that Work is in progress or more often as required to assure continuous accurate control. Contractor's engineer responsible for lines and grades shall certify to the District in writing that the Work has been constructed to lines and grades as shown on the Plans and Specifications. This certification shall accompany each request for payment.

Engineer shall be permitted at any time to review the lines, elevations, reference marks, lasers, etc., set by Engineer employed by Contractor, and Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by engineer. Such a review shall not be construed to be an approval of Contractor's Work and shall not relieve Contractor of the responsibility for the accurate construction of the entire Work.

Contractor shall make all measurements and review all dimensions necessary for the proper construction of the Work called for by the Plans and Specifications. During the prosecution of the Work, Contractor shall make all necessary measurements to prevent misfitting in said Work, for the accurate construction of the entire Work.

10.12 Dimensions of Existing Structures

Where the dimensions and locations of existing structures are of critical importance in the installation or connection of new Work, Contractor shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information.

10.13 Work to Conform

During its progress and on its completion, all Work shall conform to the lines, levels, and grades indicated on the Plans and Specifications or given by Engineer and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the Plans and Specifications and the directions given from time to time by Engineer. In no case shall any Work in excess of the requirements of the Plans and Specifications be paid for unless ordered in writing by Engineer.

All Work done without instructions having been given therefore by Engineer, done without proper lines or levels, or done during the absence of Engineer, or its agent, will not be estimated or paid for except when such Work is authorized by Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at Contractor's expense.

10.14 Pipe Location

Pipelines will be located substantially as indicated on the Plans and Specifications, but the right is reserved by the District, acting through Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Plans and Specifications, such notation is for Contractor's convenience and does not relieve Contractor from laying and joining different or additional items where required without additional compensation.

10.15 Planning and Progress Schedules

Contractor shall prepare and submit all schedule submittals in accordance with Section 01300 of the Technical Specifications.

10.16 Precautions During Adverse Weather

In the event of, or the possibility thereof, adverse weather, including high tides, and against the possibility thereof, Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood, building paper shelters, and other approved means. Contractor shall be responsible for all changes caused by adverse weather, including tidal fluctuations and Contractor shall take such precautions and procure insurance as Contractor deems prudent.

Engineer may suspend construction operations at any time when, in its sole discretion, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or tidal conditions may be, in any season.

Contractor shall provide a written tropical storm/hurricane plan consistent with District requirements to Engineer prior to commencement of construction.

10.17 Electrical Energy

Contractor shall make all necessary applications and arrangements and pay all fees and charges for power and light and other electrical energy as necessary for the proper completion of this Contract during its entire progress. Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.

There shall be sufficient electrical lighting so that all Work may be done in a workmanlike manner when there is not sufficient daylight.

10.18 Bolts, Anchor Bolts and Nuts

All necessary bolts, anchor bolts, nuts, washers, plates and bolt sleeves shall be furnished by Contractor in accordance herewith.

10.19 Concrete Inserts

Concrete inserts shall be designed to safely support, in the concrete that is used, the maximum load that can be imposed by the bolts used in the inserts. Inserts shall be of a type which will permit locking of the bolt head or nut. All inserts shall be 316 stainless steel.

10.20 Operating Instructions and Parts Lists

Operations and Maintenance (O&M) Manuals for each item of equipment shall be submitted in accordance with Section 01300 of the Technical Specifications entitled "Submittals."

10.21 Lubricants

During testing and prior to acceptance, Contractor shall furnish all lubricants necessary for the proper lubrication of all equipment furnished under this Contract and as specified in the Contract Documents.

10.22 Special Tools

For each type of equipment furnished by Contractor, Contractor shall provide a complete set of all special tools (including calibration and test equipment) which may be necessary for the adjustment, operation, maintenance, and disassembly of such equipment.

Special tools are considered to be those which, because of their limited use, are not normally available, but which are necessary for the particular equipment.

Special tools shall be delivered at the same time as the equipment to which they pertain. Contractor shall properly store and safeguard such special tools to ensure they are in a proper functioning condition, as determined by Engineer. At the completion of the Work the special tools shall be delivered to the District.

10.23 Protection Against Electrolysis

Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other materials approved by Engineer.

10.24 Indemnification and Confidentiality

For specific consideration received by Contractor, included in the Contract sum beyond the cost of the Work, Contractor shall indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract. The monetary limitation on the extent of the indemnification that bears a reasonable commercial relationship to the

Contract and is part of the Project specifications or Bid Documents, is up to three (3) times the monetary value of the Contract. Notwithstanding the foregoing, the monetary limitation on the extent of the indemnification provided shall not be less than one million dollars (\$1,000,000.00) per occurrence. The District and the insurance carrier shall have the right to “mutually approve” the choice of attorney(s) to provide the defense, with such approval not to be unreasonably withheld. If no agreement on the choice of attorney(s) can be reached in a reasonable length of time, the final authority to choose an attorney will rest with the claims manager in the office where the claim originated.

In any and all claims against the District or any of their officers or employees by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone else for whose acts any of them may be liable, the indemnification obligation under this General Conditions Section 10.24 shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under worker’s compensation acts, disability benefits or other employee benefit acts. The intention of these two clauses above is to provide for the legal indemnification allowed for under Section 725.06, Florida Statutes, no more and no less, so as to be completely legal and not void as against public policy. If any provision of this indemnification is determined by a court of law to be void, it shall be severed from this provision and the remainder of this provision shall be given full force and effect under Section 725.06, Florida Statutes.

In the performance of the Work, Contractor may be exposed to the confidential information of the District and other. Contractor shall not disclose to anyone not employed by the District nor use, except on behalf of the District, any such confidential information acquired in the performance of the Work except as authorized by the District in writing and, regardless of the term of this Contract, Contractor shall be bound by this obligation until such time as said confidential information shall become part of the public domain. Information regarding all aspects of the District’s business and information concerning the Work (either directly or indirectly disclosed to it or developed by it in the performance of the Work) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public without restriction. Contractor also agrees that it will not disclose to the District any information it holds subject to any obligation or confidence to any third persons.

10.25 Work by Others

The District may perform additional Work related to the Project itself, or the District may engage others to perform Work on the Project which such engagement shall be governed by similar General Conditions. Contractor shall afford the other contractors who are parties to such direct contracts (or the District, if it is performing the additional Work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate Contractor’s Work with the Work of others. If any part of Contractor’s Work depends for proper execution or results upon the Work of any such other contractor (or the District), Contractor shall inspect and promptly report to Engineer, in writing, any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. Contractor’s failure so to report shall constitute an acceptance of the other Work as fit and proper for the relationship of its Work except as to defects and deficiencies which may appear in the other Work after the execution of Contractor’s Work.

Contractor shall do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of Engineer and of the other contractors whose Work will be affected.

If the performance of additional Work by other contractors or the District is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to Contractor prior to the state of any such additional Work.

10.26 Record Drawings

Contractor shall keep and maintain one record copy of all Specifications, Plans and Specifications, Addenda, Change Orders, Modifications and Shop drawings at the site in good order and annotated to show all changes made during the construction process as specified in the Contract Documents. All record drawings shall be kept maintained and updated by Contractor in accordance with Section 01720 of the Technical Specifications entitled "Project Record Drawings."

10.27 Non-Waiver

Progress or final payments shall not be acceptance of improper, faulty, or defective work or material, and shall not release Contractor of any of its obligations under the Contract Documents and shall not constitute a waiver of any rights or provisions of the Contract Documents by the District.

10.28 Mutuality of Provisions

If any provision of the Contract Documents shall for any reason be held to be invalid, illegal, or unenforceable in any respect under the laws of the State of Florida, any such invalidity, illegality or unenforceability shall not affect any other provision of the Contract Documents and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated herein and the rights of the parties hereto shall be construed and enforced accordingly.

10.29 Restoration of Property

Existing structures and facilities, including but not limited to buildings, utilities, topography, streets, curbs, walks landscape materials and other improvements that are damaged or removed due to the Work, shall be patched, repaired, or replaced by Contractor to the satisfaction of the owner of such structure and facility, and authorities having jurisdiction. In the event that authorities having jurisdiction require that such repairing and patching be done with their own labor and materials, Contractor shall abide by such regulations and pay for such work.

10.30 Notice

Any notice or writing given hereunder shall be delivered by depositing the notice contained in a sealed envelope, postage prepaid in the United States Postal System as registered or certified mail, with return receipt requested, or by overnight express carrier. Any such notice so deposited shall be conclusively deemed delivered to and received by the addressee forty-eight (48) hours after the deposit if all of the foregoing conditions of notice have been satisfied and addressed as follows:

10.31 Legally Binding

Contractor agrees that the Contract Documents are legally binding documents and has had the opportunity to permit its attorney to review them. The Contract Documents are the joint work product of the Parties hereto and, accordingly, no term or provision shall be more strictly construed against any party.

DISTRICT:

CONTRACTOR:

(Remainder of this page left blank intentionally)

**TECHNICAL
SPECIFICATIONS**

DIVISION 1

GENERAL REQUIREMENTS

APPENDIX A

**LOXAHATCHEE RIVER DISTRICT ENVIRONMENTAL CONTROL DISTRICT
MANUAL OF MINIMUM CONSTRUCTION STANDARDS
AND TECHNICAL SPECIFICATIONS**

CAN BE DOWNLOADED AT

https://loxahatcheeriver.org/wp-content/uploads/2023/09/LRECD-Construction-Standards-and-Technical-Specifications_20230921.pdf

APPENDIX B

CONTRACTOR PERFORMANCE EVALUATION REPORT

EXHIBIT B

	Loxahatchee River Environmental Control District	CONTRACT NO.		
ADDRESS	2500 Jupiter Park Drive	CONTRACTOR		
CITY / STATE / ZIP	Jupiter, FL 33458	PERIOD OF PERFORMANCE	FROM	TO
CONTRACT PROJECT MANAGER				
		LOCATION OF PERFORMANCE		

INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, **'double click' the box**. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s).

SEE PAGE 3 FOR EVALUATION RATINGS DEFINITIONS

1. Quality. Contractor conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel. Finished product meets the quality requirements set forth in the contract.

N/A Satisfactory Unsatisfactory

COMMENTS:

2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor completed the work within the dates specified in the contract and any approved extensions of time.

N/A Satisfactory Unsatisfactory

COMMENTS:

3. Change Orders. Contractor conformed to contract requirements, providing complete documentation and was reasonable in the negotiations for time and costs. Contractor did not engage with frivolous our unsupported change order requests. Contractor met time requirements in the contract for identification and quantification of additional or deleted work.

N/A Satisfactory Unsatisfactory

COMMENTS:

EXHIBIT B

4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel. Contractor was timely and complete with shop drawings, pay applications, releases, schedules and other required submittals.

N/A Satisfactory Unsatisfactory

COMMENTS:



6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the FDEP, FDOH, SFWMD or others?

N/A Satisfactory Unsatisfactory

COMMENTS:

7. Safety. Contractor and on-site representatives' attitude and efforts, as well as actual application and general safety of operations?

N/A Satisfactory Unsatisfactory

COMMENTS:



9. Other Areas:

N/A Satisfactory Unsatisfactory

10. Other Areas:

N/A Satisfactory Unsatisfactory

11. Other Areas:

N/A Satisfactory Unsatisfactory

12. Other Areas:

N/A Satisfactory Unsatisfactory

EXHIBIT B

12. Overall Contractor Rating: <input type="checkbox"/> N/A <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
Additional comments to support your response to any item above or other items.
Name, Title of Individual Completing this Form (include agency, phone and electronic address)
Signature

RATING	DEFINITION	NOTE
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed may contain some minor problems for which corrective actions taken by the Contractor were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)



D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: September 11, 2024
SUBJECT: Florida Statutes 189.0694 Special Districts performance measures and standards

In 2024, Florida Statutes Chapter 189 Uniform Special District Accountability Act was revised to include **189.0694 Special districts; performance measures and standards**, which states:

- (1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.
- (2) *By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:*
 - (a) *The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.*
 - (b) *Any goals or objectives the district failed to achieve.*

I have worked with District staff and legal counsel to address these requirements. The following pages outline the programs, activities, goals, objectives, performance measures (metrics), and standards (benchmarks) the District intends to use to assess our performance on an annual basis. Also, I have summarized these new, annual goals and performance measures in a new dashboard that I intend on maintaining annually at the close of our fiscal year (see last page of this section). In this context, red signifies our failure to meet our objective.

I appreciate your careful review of these new metrics and look forward to your valuable input. I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD approve the attached annual dashboard and associated metrics in conformity with FS 189.0694 and direct staff to report on these metrics, via the District’s website, annually upon the close of each fiscal year.”

Stephen B. Rockoff
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Pursuant to Florida Statutes 189.0694 the Loxahatchee River Environmental Control District (LRD) has identified the following programs, activities, goals, objectives, and performance measures, which are all derived from LRD's enabled powers as provided in our enabling act ([Chapter 2021-249, Laws of Florida](#) as amended). Our mission statement, which is intended to summarize the legislative intent behind the creation of our agency, states *"We are dedicated to protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship."*

LRD staff are continuously focused on how our day-to-day efforts are directly related to protecting public health and preserving the Loxahatchee River. The programs, activities, goals, and objectives listed below were selected to reflect the complex and critical role of effective wastewater management in protecting public health and the Loxahatchee River watershed.

PROGRAM: SEWER SYSTEM OPERATION AND MANAGEMENT

ACTIVITY: Construct, acquire, and operate systems to collect, transmit, treat, dispose of, and beneficially reuse wastewater and associated products and byproducts

Goal 1. Regulatory Compliance: Our overarching goal is to avoid any warning letter or compliance action from Florida Department of Environmental Protection (FDEP) or the U.S. Environmental Protection Agency (EPA).

Objective: Ensure all operations meet or exceed state and federal regulations, including those set by the FDEP and the EPA.

Performance Measure: Regulatory Compliance – percent of days LRD was fully compliant with all applicable regulations

Standard: Green = 100% of days compliant; Yellow <100% of days compliant; Red <99% of days compliant (*red signifies failure to meet our objective, which is true for all metrics*)

Rational: The LRECD expects to operate our sewer system in full compliance with our permitted operating conditions. As such, our nominal condition should be fully compliant with our existing DEP and EPA permit conditions.

Performance Measure: Unauthorized discharge of sewage (aka Sanitary Sewer Overflow)

Standard: Green <3.4 gallons of sewage spilled per million gallons of sewage handled ; Yellow <6.8 gallons of sewage spilled per million gallons of sewage handled; Red ≥6.8 gallons of sewage spilled per million gallons of sewage handled.

Rational: We are using the generic six sigma failure rate of 3.4 defects per million opportunities to establish our target benchmark. If we spill less than 3.4 gallons of sewage per million gallons of sewage handled, then we would be green. We treat approximately

2.5 billion gallons of wastewater per year, so if we spill less than 8,500 gallons of sewage per year ($8,500 = 2,500 \text{ million gallons/month} \times 3.4$), our benchmark would be green. This benchmark is well understood and represents 99.99966% efficiency. We have set our yellow benchmark at 6.8 (two times 3.4), which equates to 17,000 gallons spilled per year. If our unauthorized discharges exceed 17,000 gallons per year, then the metric would be red.

Performance Measure: Max 3-month mean daily influent flow

Standard: Green $\leq 75\%$ of permitted capacity; Yellow $> 75\%$ of permitted capacity; Red $> 90\%$ of permitted capacity.

Rational: This metric relates to our permit requirements to conduct a capacity analysis report and reflects our ability to serve new customers or additional flow from our current customers with our existing, permitted wastewater treatment and disposal facilities.

Performance Measure: Industrial Pretreatment Inspections

Standard: Green $\geq 95\%$ of scheduled inspections completed on time; Yellow $< 95\%$ of scheduled inspections completed on time; Red $< 90\%$ of scheduled inspections completed on time.

Rational: We conduct industrial pretreatment inspections to determine if non-residential sewer customers should be classified as an industrial user, if they should be using any pretreatment technologies (e.g., grease interceptor for commercial food establishment), and if required pretreatment technologies are in place and functioning as intended. The timely execution of this inspection program is a key element in our proactive efforts to ensure continued, effective functionality of our wastewater collection and treatment system.

Goal 2. Water Reuse

Objective: Maximize the beneficial use of reclaimed water to preserve native surface and groundwater for the National Wild & Scenic Loxahatchee River.

Performance Measure: Number of days treated effluent was not available to be recycled, i.e., the number of days we disposed of treated effluent down our deep injection well because of ineffective or insufficient wastewater treatment. This metric does not count treated effluent that is not recycled because our reclaimed water storage lakes were full, i.e., due storage capacity limitations.

Standard: Green ≤ 9 days; Yellow > 9 days; Red > 18 days.

Rational: If ineffective wastewater treatment requires our treated effluent to be disposed of (rather than recycled) for 9 or fewer days per year (<2.5% of days), then we would be green. If ineffective wastewater treatment requires our treated effluent to be disposed of (rather than recycled) for more than 9 days per year ($\geq 2.5\%$ of days), then we would be yellow. If ineffective wastewater treatment requires our treated effluent to be disposed of (rather than recycled) for more than 18 days per year ($\geq 5\%$ of days), then we would be red. This metric is intended to quantify missed opportunities to beneficially reuse our reclaimed water due to poor performance or process upsets within our wastewater treatment facility.

Goal 3. Customer Service

Objective: Provide exceptional customer service to our rate payers.

Performance Measure: The number of wastewater blockages caused by LRD assets that cause damage within a customer's home or business.

Standard: Green = ≤ 1 property damaged per 10,000 customers; Yellow > 1 property damaged per 10,000 customers; Red > 2.1 properties damaged per 10,000 customers.

Rational: The LRD has 33,403 wastewater customers. We have selected one failure per 10,000 customers as our target benchmark. So, if we have three or fewer customers with damage inside their home or business resulting from failed or ineffective LRD assets, then we would be green. We have doubled that amount to determine a yellow condition ($3.34 \times 2 = 6.68$ which rounds to seven). More than 7 such failures result in a red condition.

Performance Measure: The average response time, in business days, to review submitted engineering plans.

Standard: Green = ≤ 5 business days; Yellow > 5 business days; Red > 7 business days.

Rational: Engineering plan review and approval is an important aspect of the LRD, because it ensures compliance with LRD's engineering standards. To respect and accommodate the schedules of our customers and their consultants (engineers), it is important that engineering plan review occurs in a timely manner. One business week, or 5 business days, has been determined to be a reasonable amount of time to conduct engineering review of submitted plans.

Performance Measure: The number of complaints per 1,000 customers per year. Complaints are captured through the web-based customer service survey. The survey is accessed through the LRD's website and link provided on all bills, notices, and customer service email. Survey entries are logged for email and phone calls to management.

Standard: Green ≤ 0.33 complaints per 1,000 customers; Yellow > 0.33 complaints per 1,000 customers; Red > 0.66 complaints per 1,000 customers

Rational: The LRD has 33,403 wastewater customers. The metric is computed as the total number of complaints recorded X 1,000 divided by the total number of customers as defined in the 2023 American Water Works Association (AWWA) Utility Benchmarking Report.

Goal 4. Asset Management

Objective: Regularly inspect, maintain, and upgrade wastewater infrastructure to prevent failures, reduce inflow and infiltration, and accommodate future growth and development.

Performance Measure: Planned maintenance as a percentage of total maintenance, where maintenance is measured in hours.

Standard: Green $\geq 61\%$; Yellow $< 61\%$; Red $< 52\%$

Rational: Maintaining assets is a critical exercise for wastewater utilities. Both preventative and corrective maintenance are essential, but generally preventive maintenance is preferred because it proactively avoids breakdowns whereas corrective maintenance addresses issues after they occur. LRD's intent is to have a robust and fully implemented preventative maintenance plan so we minimize the need for corrective maintenance and the associated unplanned downtime. These thresholds are based on the 50th and 75% percentile values published in the 2023 AWWA Wastewater Utility Benchmarking Report.

Performance Measure: Wastewater Treatment Plant (WWTP) Rehabilitation Rate

Standard: Green $\geq 1.7\%$; Yellow $< 1.7\%$; Red $< 0.7\%$

Rational: This metric is derived from AWWA Wastewater Utility Benchmarking Report and conceptually represents the fraction of our assets that are budgeted for renewal or replacement in a given fiscal year. The metric is calculated by dividing the renewal and replacement funds by the total asset value. These thresholds are based on the 50th and 75% percentile values published in the 2023 AWWA Wastewater Utility Benchmarking Report.

Performance Measure: Wastewater Pump Stations Rehabilitation Rate

Standard: Green $\geq 2.0\%$; Yellow $< 2.0\%$; Red $< 1.9\%$

Rational: This metric is derived from AWWA Wastewater Utility Benchmarking Report and conceptually represents the fraction of our assets that are budgeted for renewal or replacement in a given fiscal year. The metric is calculated by dividing the renewal and

replacement funds by the total asset value. These thresholds are based on the 50th and 75% percentile values published in the 2023 AWWA Wastewater Utility Benchmarking Report.

Performance Measure: The percentage of inspected gravity lines and manholes in good condition (i.e., SL-RAT score ≥ 7 , manhole not requiring cleaning or repair).

Standard: Green $\geq 90\%$; Yellow $< 90\%$; Red $< 80\%$

Rational: The LRD is working to systematically assess all gravity lines and manholes every 15 years. We use an acoustic sewer inspection tool (SL-RAT) to assess the condition of our gravity sewer lines and we visually assess manhole conditions while conducting the acoustic assessment. This work has begun and is focused initially on the oldest and potentially poorest performing portions of our gravity sewer system. Therefore, failure rates may initially be higher than one would expect on average.

PROGRAM: ORGANIZATIONAL GOVERNANCE

ACTIVITY: Implementation of established policies and procedures to control and operate the LRD.

Goal 5. Financial Sustainability

Objective: Maintain a balanced financial condition that ensures monies are available for necessary operating and capital expenditures, while striving to maintain an affordable rate structure.

Performance Measure: Affordability of wastewater rates

Standard: Green $< 1.0\%$ of median household income; Yellow $\geq 1.0\%$ of median household income; Red $\geq 1.5\%$ of median household income.

Rational: The USDA Rural Development agency recognizes any wastewater or water expense $> 1.5\%$ of the Median Household Income as being excessive.

Performance Measure: Cash Available at the End of the Fiscal Year

Standard: Green $\geq 100\%$ of surplus fund target balance at end of fiscal year; Yellow $< 100\%$ of surplus fund target balance at end of fiscal year; Red $< 67\%$ of surplus fund target balance at end of fiscal year.

Rational: This metric is based upon the LRD's Surplus Fund Target Balance, which is defined in LRD's Cash Reserve Policy, which has been approved by the LRD Governing Board.

Performance Measure: Earned Revenue

Standard: Green: earned revenue is $\geq 95\%$ of budgeted revenue estimates; Yellow: earned revenue is $< 95\%$ of budgeted revenue estimates; Red: earned revenue is $< 90\%$ of budgeted revenue estimates.

Rational: This metric assesses the actual revenues collected as compared to the revenues anticipated in the budget. These revenues, both actual and budgeted, exclude revenues from assessments and capital contributions.

Performance Measure: Operating Expenses

Standard: Green: actual operating expenses were $\geq 90\%$ of budgeted operating expenses; Yellow: actual operating expenses were $< 90\%$ of budgeted operating expenses; Red: actual operating expenses were $< 80\%$ of budgeted operating expenses.

Rational: This metric assesses the actual operating expenses incurred as compared to the operating expenses anticipated in the budget.

Performance Measure: Capital Funds Encumbered

Standard: Green: encumbered capital funds were $\geq 80\%$ of the capital budget; Yellow: encumbered capital funds were $< 80\%$ of the capital budget; Red encumbered capital funds were $< 70\%$ of the capital budget.

Rational: It is the LRD's intent to effectively budget for capital projects and to track the systematic flow of capital projects through our budget process. By monitoring the percentage of budgeted capital funds that are encumbered in a given fiscal year, we can assess the execution of our capital projects. This approach helps assess project execution, manage financial commitments, ensure adequate funding for ongoing and planned projects, and provide transparency in financial reporting, thereby offering a clear picture of the LRD's financial status and future obligations.

Goal 6. Public Engagement

Objective: Conduct LRD business openly and transparently so that the public can be as informed and engaged as they want to be with the governance of the LRD. Also, we engage the public through environmental education opportunities provided to our community within the watershed.

Performance Measure: Notice and conduct public meetings to ensure the public has the opportunity to participate in Governing Board discussions and deliberations.

Standard: Green = 100% of public meetings adequately noticed; Yellow $< 100\%$ of public meetings adequately noticed; Red $< 99\%$ of public meetings adequately noticed

Rational: The LRECD enabling act requires a minimum of one public meeting per quarter. The Florida Constitution requires all meetings of the Governing Board (and other groups,

e.g., Retirement Plan Administrative Committee, Audit Selection Committee) to be noticed and publicly accessible.

Performance Measure: Publish Board agendas and meeting minutes to the LRECD website within the required timeframes.

Standard: Green = 100% of public meeting agendas and minutes posted in a timely manner; Yellow <100% of public meeting agendas and minutes posted in a timely manner; Red <99% of public meeting agendas and minutes posted in a timely manner

Rational: Publishing Board agendas and meeting minutes within required or reasonable timeframes supports transparency, accountability, and compliance, while enhancing public engagement and efficient information management.

Performance Measure: Annual audit conducted by a qualified CPA firm and published to the LRD website within the required timeframe.

Standard: Green: if the annual comprehensive financial report is completed and posted in a timely manner; Red: if the annual comprehensive financial report is not completed and posted in a timely manner.

Rational: The LRECD enabling act and the Florida Constitution requires special districts have their financial statements audited annually by an independent certified public accountant (CPA). The audit report must be submitted to the Florida Auditor General and the governing board of the district. These requirements were developed to ensure transparency, accountability, and proper management of public funds.

Performance Measure: Provide environmental education to community members to achieve environmental education as authorized in the LRD's enabling act.

Standard: Green $\geq 18,500$ people educated; Yellow <18,500 people educated; Red <17,000 people educated

Rational: The LRECD enabling act empowers LRD to conduct environmental education as necessary and appropriate to minimize damage to the area's resources and environment, to prevent additional environmental problems from being created, and to provide education regarding solutions to existing problems. The stated thresholds are based on past performance.

Goal 7. Workforce

Objective: Maintain and develop an educated, effective, and safe workforce, because knowledgeable, effective, and safe workers are critical to meet the demands of operating and maintaining our wastewater treatment systems and assets.

Performance Measure: Effective staffing

Standard: Green <10% employee turnover; Yellow \geq 10% employee turnover; Red \geq 20% employee turnover.

Rational: Some employee turnover is healthy for any organization, but excessive employee turnover strains existing staff, decreases productivity, exacerbates employee errors, and increases costs (hiring and training costs).

Performance Measure: Total Recordable Injury Rate (TRIR)

Standard: Green \leq 1.1; Yellow \leq 2.2; Red $>$ 2.2

Rational: We want our workforce to work safely, because avoiding injury is good for our individual team members and our rate payers. The 2023 AWWA Wastewater Utility Benchmarking Report listed 1.6, 1.8, 3.5 as the 75th, 50th, and 25th percentiles, respectively.

Performance Measure: Staff accreditation, i.e., do staff have the required licenses and certifications to fulfill their job description.

Standard: Green \geq 95%; Yellow < 95%; Red < 85%

Rational: Many of our employees are required to obtain and maintain various licenses and certifications in order to effectively fulfill their job description. It is critical that District staff are properly trained, and many of relevant training programs confer a license (e.g., wastewater treatment plant operator A, professional engineer), which signifies the employee has met rigorous training standards of their profession.

Performance Measure: Staff training, i.e., have staff completed all computer-based training in a timely manner?

Standard: Green \geq 95%; Yellow < 95%; Red < 85%

Rational: Timely completion of routine computer-based training is a fundamental aspect of our efforts to create an educated and informed workforce. This metric will track the proportion of computer-based training completed by staff in a timely manner. Incomplete training indicates potential gaps in employee knowledge.



LOXAHATCHEE RIVER DISTRICT'S ANNUAL FS 189.0694 DASHBOARD

Goal	Performance Measure	Units	Standards			FY2023	FY2024
			Green	Yellow	Red		
Regulatory Compliance	Regulatory Compliance	% of days in full compliance	100%	<100%	<99%	100%	
	Unauthorized Discharge of Sewage	gallons spilled per million gallons handled	<3.4	≥3.4	>6.8	5.9	
	Max 3-month Mean Daily Influent Flow	% of permitted capacity	≤75%	>75%	>90%	65.0%	
	Industrial Pretreatment Inspections	% of inspections completed ontime	≥95%	<95%	<90%	98%	
Water Reuse	Water Reuse Efficiency	# of days treated effluent not available to be recycled	≤9	>9	>18	4	
Customer Service	Customer Service	# blockages with damage in home per 10,000 customers	≤1	>1	>2.1	0.0	
	Timely Engineering Plan Review	average response time (# business days)	≤5	>5	>7	1.7	
	Complaints	# complaints per 1,000 accounts	≤ 0.33	>0.33	>0.66	0.1	
Asset Management	Planned vs. Corrective Work	planned maintenance (hours) ÷ total maintenance (hours)	≥61%	<61%	<52%	not available	
	Wastewater Treatment Plant (WWTP) Rehabilitation Rate	WWTP renewal & replacement expenditures as a proportion of total WWTP asset value	≥1.7%	<1.7%	<0.7%	1.2%	
	Wastewater Pump Stations Rehabilitation Rate	pump station renewal & replacement expenditures as a proportion of total pump station value	≥2.0%	<2.0%	<1.9%	8.0%	
	Gravity Sewer System Condition	% of inspected gravity lines and manholes in good condition (SL-RAT score ≥7)	≥90%	<90%	<80%	96.9%	
Financial Stability	Affordability of Wastewater Fees	% of median household income	<1.0%	≥1.0%	≥1.5%	0.3%	
	Cash Available at End of Fiscal Year	% of surplus fund target balance	≥100%	<100%	<67%	280%	
	Revenue [†]	% of budget	≥95%	<95%	<90%	110%	
	Operating Expenses	% of budget	≥90%	<90%	<80%	92%	
	Capital Expenses	% of funds encumbered	≥80%	<80%	<70%	139%	
Public Engagement	Public Meetings	# public meetings adequately advertised	100%	<100%	<99%	0	
	Public Meeting Agendas & Minutes	# public meeting agendas and minutes posted in a timely manner	100%	<100%	<99%	0	
	Annual Audit	annual comprehensive financial report completed and posted in a timely manner	Yes	-	No	Yes	
	People Educated by LRD	number of people	≥18,500	<18,500	<17,000	18,706	
Workforce	Effective Staffing	% of employee turnover	<10%	≥10%	≥20%	9.5%	
	Employee Safety	total recordable injury rate (TRIR)	<1.5	≥1.5	≥3.0	0.0	
	Staff Accreditation	% of staff meeting or exceeding required qualifications	≥95%	<95%	<85%	not available	
	Staff Training	timely completion of computer based training (%)	≥95%	<95%	<85%	not available	

[†] excludes revenue from assessments and capital contributions

Performance Measure

Explanation

Unauthorized Discharge of Sewage

Of the 14,851 gallons of sewage that were spilled and counted as an unauthorized discharge, 8,000 gallons (54%) were attributable to negligent actions of others (e.g., directional drill contractor damaging one of our wastewater force mains).

Wastewater Treatment Plant (WWTP) Rehabilitation Rate

This value can fluctuate significantly among years. FY2023 our renewal expenditures were lower than our average target because several projects (e.g., renewal of our maintenance and warehouse facilities) were put on hold during our site planning efforts. Now that our site plan has been finalized, many of these significant renewal projects will begin moving forward.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Peterson, Director of Finance and Administration
Date: September 13, 2024
Subject: Cash Reserve Policy

Staff relies on the Cash Reserve Policy to ensure that minimum levels of available surplus cash will be kept in reserve. We are updating the Cash Reserve Policy to align with the recommendations provided by Raftelis in their 2022 report. Raftelis recommended definitions for the Operating Reserve and Renewal and Replacement Reserve and staff has followed these recommendations in the Rate Study and monthly financial report. A marked-up draft of our revised Cash Reserve Policy is attached for your review.

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 DISTRICT GOVERNING BOARD ratify and approve the attached Cash Reserve Policy, effective September 20, 2024, and authorize the Executive Director to update the Cash Reserve Policy from time to time, and periodically present it to the Governing Board for ratification and approval.

Stephen B. Rockoff
CHAIRMAN


Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration

	LOXAHATCHEE RIVER DISTRICT	Doc No:	LRD-POL-FIN-11.00
		Effective Date:	09/20/2024
		Revision History:	08/18/2023
Author: Kara Fraraccio		Revision No.:	2
		Review Date:	08/2029
Issuing Department: Finance and Administration		Page:	Page 1 of 2

CASH RESERVE POLICY

Purpose

This cash reserve policy is established to help ensure financial stability, timely completion of capital improvements, and enable the District to meet requirements for large, unexpected expenditures. The purpose of this policy is to set criteria that governs the minimum levels of available surplus cash the District will keep in reserve. Each year, the actual Surplus Fund Account balance will be estimated and evaluated for compliance with this policy.

Policy

The District establishes the minimum cash reserve in the Surplus Fund Account as the Surplus Fund Account Minimum Balance and the preferred or target cash reserve as the Surplus Fund Account Target Balance. The Surplus Fund Account should be invested to maximize the time value of money while not being used for operational purposes. The investment management will be controlled by the Director of Finance and Administration and governed by the District Investment Policy. The Surplus Funds Account balance will be reviewed and recalculated each year during the budget process. The Surplus Funds Account balance, Surplus Fund Account Minimum Balance, and Surplus Fund Account Target Balance will be projected during the Rate Study.

Definitions

List definitions necessary to understand the policy statement (section above).

- A. Operating Reserve – 120 days of budgeted operating expenses as determined by the most recent approved budget, i.e., total annual operating expense * 0.33.
- B. Renewal and Replacement Reserve (R&R Reserve) – 1.5% of gross depreciable assets as recorded in the prior years audited financial statements.
- C. Surplus Fund Account – the depository for any excess revenues over expenses and required reserve deposits. It is maintained at a level sufficient to cover routine cash flow needs and those due to potential, foreseeable, yet unpredictable, possibilities such as major hurricanes.
- D. Surplus Fund Account Minimum Balance – the sum of the Operating Reserve, the R&R Reserve, and 100% of the current year portion of debt service requirements including both interest and principal.
- E. Surplus Fund Account Target Balance – 150% of the Surplus Fund Account Minimum Balance.
- F. Required Reserve Deposits – includes constraints placed on cash balances through external sources (i.e., imposed by creditors, grantors, contributors). Board designated cash reserves are not considered restricted for purposes of this policy, but customer deposits are considered restricted.

Relevant Procedures

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

- A. Investment Procedures

Relevant Policies

- B. Investment Policy
- C. Budget Policy

Policy Questions

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



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FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

Memorandum

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: September 13, 2024
Subject: Retirement Plan Investment Option

At the September 10, 2024, Retirement Plan Administrative Committee meeting, the Administrative Committee (Mr. Rockoff, Dr. Rostock, Dr. Arrington, Mr. Ryan, and Ms. Fraraccio) discussed removing the fund Western Core Plus from the Plan's Core Line-up. Mr. Wan, with Burgess, Chambers, and Associates (BCA), recommended the removal of Western Core Plus from the Plan's core line up due to continued poor performance and the sudden departure of the Head of Broad Markets and portfolio manager last quarter. Mr. Wan recommended Allspring Core Plus (STYJX) as a replacement fund. Mr. Wan reviewed the Allspring Core Plus performance over the last several years and is confident that this fund will be a good addition to the Core Line-up. The Administrative Committee discussed the recommendation of Mr. Wan and voted unanimously to recommend that the District Governing Board remove Western Core Plus fund from the Core Line-up and replace it with Allspring Core Plus.

At this time I recommend the following motion:

“That the District Governing Board authorize the Executive Director to work with Empower and execute the necessary documents to revise the Core Line-up to remove Western Asset Core Plus Fund and add Allspring Core Plus (STYJX).”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

To: Governing Board
 From: Kara Fraraccio, Director of Finance and Administration
 Date: September 13, 2024
 Subject: Optional 457 Plan

At the September 10, 2024, Retirement Plan Administrative Committee meeting, the Administrative Committee (Mr. Rockoff, Dr. Rostock, Dr. Arrington, Mr. Ryan, and Ms. Fraraccio) discussed the possibility of offering LRD employees an **optional 457(b) deferred compensation retirement plan**. As we consider implementing an **optional 457(b) deferred compensation retirement plan**, it is crucial to evaluate the potential providers to ensure we select the option that best meets the LRD needs. Below I have provided a comparison of two prominent 457(b) plan providers: the Florida Retirement System (FRS) and Empower Retirement.

Florida Retirement System (FRS)

- Maintains a well-established infrastructure for managing retirement benefits.
- Extensive experience in managing public sector retirement plans, ensuring compliance with regulations and efficient service delivery.
- Three Investment Providers and a Self-Directed Brokerage option. The Plan offers three types of investment options: Fixed Accounts, Target Date Funds, and Mutual Funds.
- Transparent and easy to understand fee structure. Explicit Fee on every dollar of Participant assets as follows:

Provider	%	Basis Points	Dollars Per \$1,000 Investment
Voya	0.06	6	\$0.60
Nationwide	0.0825	8.25	\$0.825
AIG	0.12	12	\$1.20

Self-Directed Brokerage Window is \$25/per participant per year.

- 457(b) Pre-Tax and 457(b) Roth payroll contributions are allowed.
- Dedicated customer service and professional investment performance oversight from the Bureau of Deferred Compensation and the Plan's Investment Providers.

Stephen B. Rockoff

CHAIRMAN

Kevin L. Baker

BOARD MEMBER

Gordon M. Boggie

BOARD MEMBER

Dr. Matt H. Rostock

BOARD MEMBER

Clinton R. Yerkes

BOARD MEMBER

Water Reclamation - Environmental Education - River Restoration

Empower Retirement

- LRD’s current Money Purchase Plan and Trust provider which offers a streamlined process, serving as a single source for managing and accessing retirement portfolio information.
- Experience with government plans, currently servicing 29 state government plans across the United States.
- Investment options include the LRD Plan’s Core Line-Up and a Self-Directed Brokerage option.
- Fee Summary:

Fee Summary	Fee	Paid By
Annual Plan Maintenance	\$2,500	LRD
Annual Participant Account Maintenance	\$135	Participant
Annual Self-Directed Brokerage Fee	\$50	Participant
Weighted Average Net Investment Expense	0.30%	Participant

- 457(b) Pre-Tax and 457(b) Roth payroll contributions are allowed.
- Dedicated customer service and professional investment performance oversight from Empower Retirement.

While Empower Retirement offers a more seamless experience for both participants and LRD administrators, the Florida Retirement System's lower-cost options present significant savings for both LRD and its participants. These savings can be reinvested into the plan, potentially enhancing the growth of employees' retirement funds. Additionally, a cost-effective provider like FRS may still offer competitive services and features, including robust investment options and comprehensive support. By selecting a lower-cost provider, we can ensure that a greater portion of employees' contributions is dedicated to their future retirement.

The Administrative Committee (Mr. Rockoff, Dr. Rostock, Dr. Arrington, Mr. Ryan, and Ms. Fraraccio) discussed each of these options and voted unanimously to recommend that the Governing Board authorize the Executive Director to enroll the District into the Florida Deferred Compensation Plan, through the State of Florida Department of Financial Services Bureau of Deferred Compensation as the provider for an **optional 457(b) deferred compensation retirement plan**.

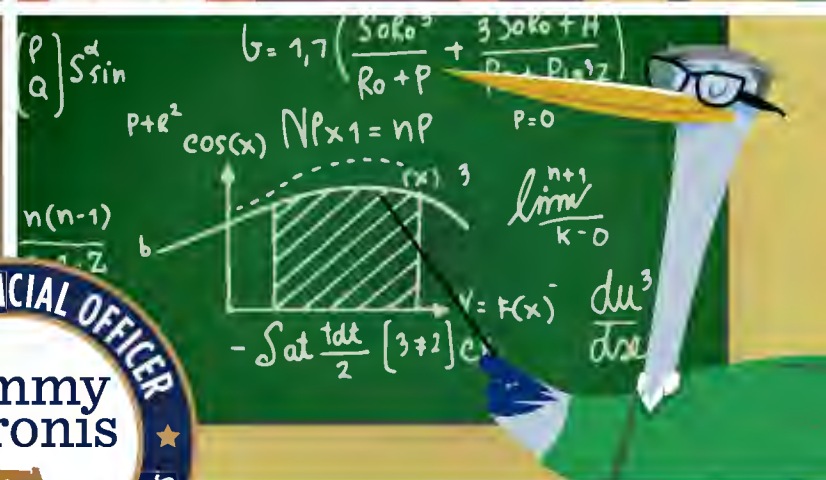
Additional information on the Florida Deferred Compensation Plan is provided on the following pages.

At this time, I offer the following motion:

“That the District Governing Board authorize the Executive Director to enroll the District into the Florida Deferred Compensation Plan, through the State of Florida Department of Financial Services Bureau of Deferred Compensation.”



GOVERNMENT EMPLOYERS



Welcome to the Family

Dear Government Employers:

Congratulations on taking the first step towards joining the Florida Deferred Compensation Plan! My office is thrilled to work with Government Employers looking to become members of Florida's highly successful 457b Plan.

Since 1982, the Florida Deferred Compensation Plan has administered an excellent retirement program to State of Florida and Florida University System employers. Now, all of Florida's Government Employers are eligible to join, including State, County, City, Special Districts, Water Management Districts, and more! This multi-billion dollar plan helps more than 90,000 employees in Florida save for retirement and invest in their future. We look forward to the opportunity to provide the same service to you!

Our Plan offers solid Investment Provider companies and products, as well as excellent staff support. I am confident that by saving through the Deferred Compensation Plan, your employees will enjoy retirement security in the years to come.

This Government Employers Booklet, provided by my Bureau of Deferred Compensation team, is an excellent source of important information, including:

- Highlights of the Plan
- Step-by-Step Instructions
- Testimonials

We look forward to officially welcoming you to the Florida Deferred Compensation Plan. Together, we will Plan, Save, and Retire!

Sincerely,



Jimmy Patronis
Chief Financial Officer
Florida Department of Financial Services



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To find out how Government Employers are added to the Florida Deferred Compensation Plan, contact Rosemary Isham (850-413-3414), Kim Gillard (850-413-3416) or Sandra Pitts (850-413-3426).

Chief Financial Officer of the State of Florida

Since 2017, **Jimmy Patronis** has served as the State of Florida's Chief Financial Officer (CFO), heading the Florida Department of Financial Services with oversight of the Division of Treasury, including the Bureau of Deferred Compensation.

Under the Chief Financial Officer's direction, the Bureau of Deferred Compensation administers the Florida Deferred Compensation Plan, operating under Section 457(b) of the Internal Revenue Code. The Deferred Compensation Plan, as authorized by §112.215, Florida Statutes, is a voluntary retirement savings option for employees of the State of Florida and other Government Employers.



As a fiduciary of the Florida Deferred Compensation Plan, the Chief Financial Officer:

- Acts solely in the interests of the Plan Participants and their beneficiaries
- Makes prudent decisions about the Plan
- Pays only reasonable and necessary expenses for the Plan
- Follows the terms of the Plan Document

The Bureau of Deferred Compensation, in partnership with its Investment Providers, educates prospective and current Participants, distributes informative materials to the public, and markets the Plan by conducting presentations throughout the State. The Bureau also provides communication materials about Plan initiatives and performance of all investment options available to State of Florida employees. A major objective for the Bureau is to efficiently operate the Florida Deferred Compensation Plan for the benefit of its Participants and their beneficiaries and to help prepare Florida's Government Employees to retire with financial security.

What is the Florida Deferred Compensation Plan?

Commissioned in 1982, the Florida Deferred Compensation Plan helps more than 90,000 current and former employees, to save for retirement and invest in the future. The Plan was initiated as an opportunity to allow State of Florida employees to invest and save more towards retirement, as a supplement to the required Florida Retirement System (FRS). Now, all of Florida's Government Employers are eligible to join, including State, County, City, Special Districts, Water Management Districts, and more!



The Deferred Compensation Plan is separate from the FRS and is completely voluntary. The Plan is designed so each Participant can save at a comfortable pace while benefitting from tax sheltered investing.

A Note About Explicit Fees

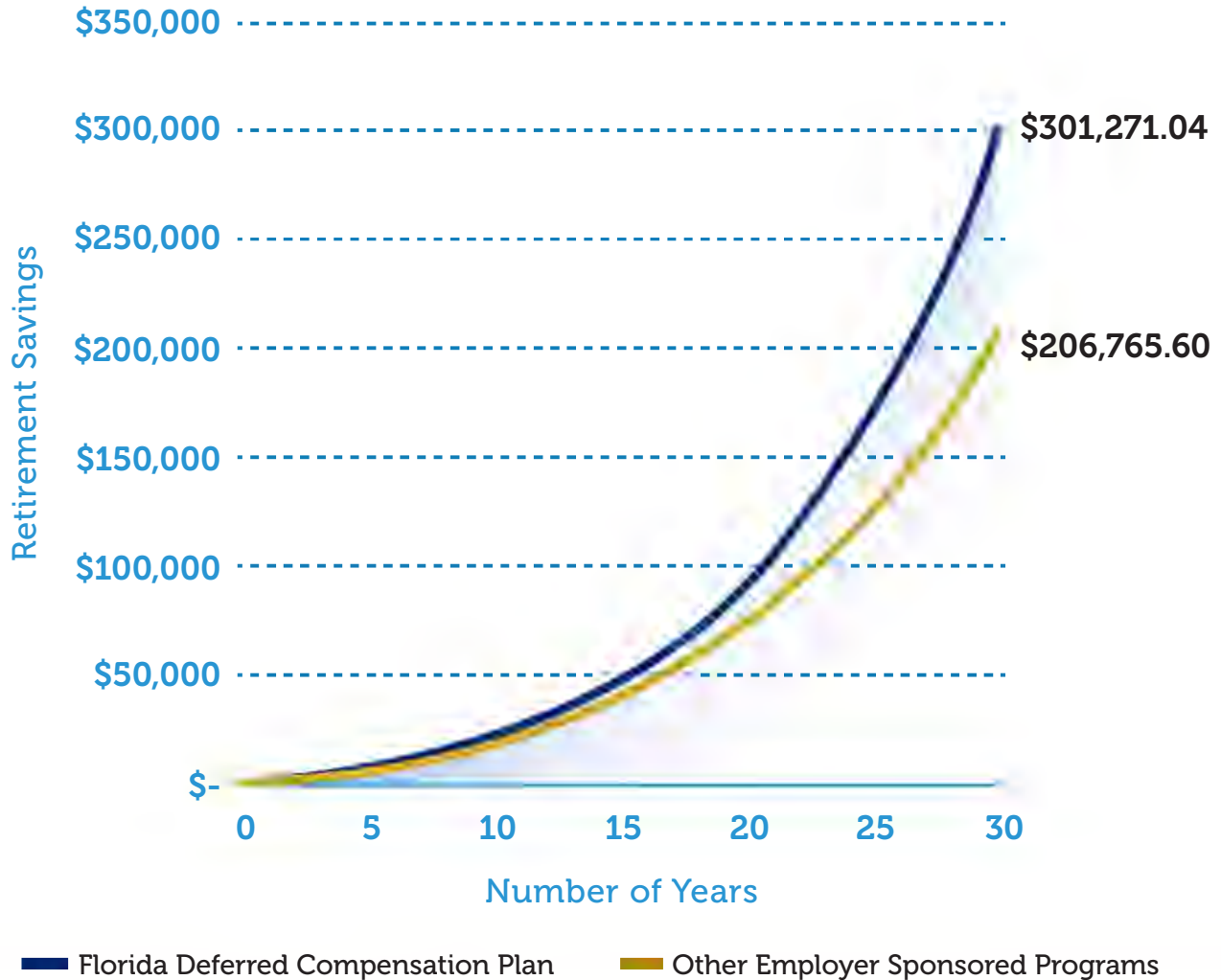
To provide a transparent and easy to understand fee structure, as of July 1, 2022, the Investment Providers of the Florida Deferred Compensation Plan generate revenue through an Explicit Fee on every dollar of Participant assets, including those in Fixed Accounts, Target Date Funds, Mutual Funds, and Self-Directed Brokerage. This Explicit Fee varies by Investment Provider:

	%	Basis Points	Dollars Per \$1,000 Investment
Voya	0.06	6	\$0.60
Nationwide	0.0825	8.25	\$0.825
Corebridge	0.12	12	\$1.20

The Explicit Fee is an administrative fee that allows Investment Providers to use dedicated teams of Account Representatives to service the State of Florida and the Deferred Compensation Plan to provide enrollment, education, guidance, and transaction assistance. Additionally, the Department of Financial Services receives \$1.70 per account, per month, to offer service and partner with these Account Representatives to provide exceptional outcomes for all Plan related needs.

The Explicit Fee is an additional cost to Mutual Fund and Target Date Fund Expense Ratios and other costs associated with Managed Accounts/Advisory Services and Brokerage.

Saving \$100 per Month in the Florida Deferred Compensation Plan Versus Other Employer Sponsored Programs



This graph shows the 30-year growth of a \$100 monthly contribution in the T. Rowe Price Growth Fund available in the Florida Deferred Compensation Plan (with a 0.0825% administrative fee) versus the same fund offered to a other employer sponsored programs (with a 1.5% administrative fee). This graph uses actual 10-year average returns (as of 9/30/2022) to estimate growth of account value over time.

Florida's 457b Plan vs Other Plans

Florida's 457b Plan

- Three Investment Providers
- Multiple investment options
- Investment oversight by the State
- Self-directed brokerage account
- Competitive fixed account rates
- Loans allowed in the Plan
- Bureau of Deferred Compensation is the Plan Administrator

Other Plans

- Limited investment choices
- Typically higher expense fees
- Minimal investment oversight
- Limited customer service
- Possible early withdrawal penalty
- Government Employer is the Plan Administrator

The Florida Bureau of Deferred Compensation can assist by providing a comparison of Florida's 457b Plan to the current program offered to any Government Employer's employees. For a comparison, please provide the Bureau of Deferred Compensation any enrollment information, service disclosures, and performance reports detailing historical returns and expense ratios.

Key Benefits Offered to Employees

- Easy to understand fee structure
- Penalty-free withdrawals after separation from employment
- Lower current taxable income through automatic pre-tax payroll contribution
- Excellent investment options, including Fixed Accounts, Target Date Funds, and numerous Mutual Funds
- Penalty-free account modification, such as contribution change, investment reallocation, and Investment Provider addition/replacement
- Rollover other pre-tax retirement accounts into the Florida Deferred Compensation Plan
- Dedicated customer service and professional investment performance oversight from the Bureau of Deferred Compensation and the Plan's Investment Providers
- Immediate vesting



Joining the Plan has never been easier!

Step 1

The Government Employer must provide a Letter of Intent to join the Florida Deferred Compensation Plan.

Step 2

The Bureau of Deferred Compensation establishes a secured connection for the transfer of payroll files.

Step 3

The Bureau of Deferred Compensation provides banking instructions, secured connection credentials, and access instructions.

Step 4

The Government Employer tests the secured connection.

What's Next?

The Bureau of Deferred Compensation schedules workshops with the Government Employer to educate employees about the Plan and assist them with enrollment paperwork.

The Government Employer monitors and adjusts deductions for the IRS limits.

For more information, contact Rosemary Isham (850-413-3414), Kim Gillard (850-413-3416) or Sandra Pitts (850-413-3426).

Payroll Process*

*The Bureau of Deferred Compensation may modify this process based on Government Employer needs.

Approximately 11 business days prior to the payroll date, the *Prebill File*, which contains expected deduction amounts/percentages for enrolled employees, is placed on the secured connection by the Bureau of Deferred Compensation.

By 4:00pm (EST) — 2 days prior to the payroll date — the Government Employer does the following:

- Uploads the processed payroll, including updated employee deductions with deferral amounts for any percentages, and moves the updated data to the *Actual File* on the secured connection.
- Creates a *Discrepancy File*, which lists employees from the *Prebill File* who have no deduction, and places it on the secured connection.
- Remits monies equal to the *Actual File* total.

Who Can Participate?

In 2023, a change to Florida Statute 112.215 allows all of Florida's Government Employers to participate in the Florida Deferred Compensation Plan, including State, County, City, Special Districts, Water Management Districts, and more.

To participate in the Plan, a person must be an employee or an appointed or elected official, providing a service for which compensation or statutory fees are paid by a Government Employer.

Deferred Compensation Plan Team



ROSEMARY ISHAM
Bureau Chief

Call or Live Chat with the Team

Representatives are ready to assist with all inquiries regarding the Florida Deferred Compensation Plan. Visit [MyFloridaDeferredComp.com](https://www.myfloridadeferredcomp.com) and click *Chat Now* to start live chatting with the team, today!

Office Hours:

Monday – Friday | 8:00 am – 5:00 pm (EST)

Toll-Free: 877-299-8002



KIMBERLY GILLARD
Financial Administrator



SHANEDRA WHITAKER
Benefit Analyst
Supervisor



TRAMIA BRYANT
Operations Review
Specialist



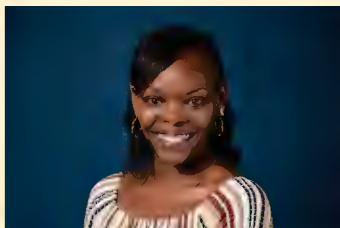
STEPHANIE HARRIS
Accountant IV



SANDRA PITTS
Program Consultant



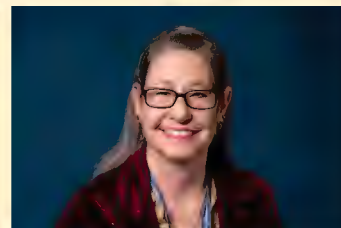
ANDREW EALUM
Publications & Marketing
Consultant



LAKICIA HUNTER
Senior Benefits
Technician



MEAGAN FOURAKER
Senior Benefits
Technician



JOANNA SLADE
Senior Benefits
Technician

Not pictured: Susan Hildebrandt- Deferred Compensation Specialist

Investment Provider Managers



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 Nationwide Retirement Solutions
 10 W. Nationwide Blvd, Columbus, OH 43215
 850-512-0085
Chris.Whitlock@Nationwide.com



KEISTA RANSOM
 Regional Vice President
 Voya Financial
 2202 N. Westshore Blvd., Suite 200, Tampa, FL 33607
 813-541-1213
Keista.Ransom@Voya.com

INFORMATION ABOUT INVESTMENT PROVIDERS



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Types of Investments

Mutual Funds

Mutual Funds respond to the ebbs and flows of the financial markets and the overall economy. Each Investment Provider has a menu of Mutual Funds to choose from. Each Mutual Fund falls into an asset category, which identifies what types of stocks or bonds are held within that fund. Additional information about the Mutual Funds offered by the Plan can be found in the *Quarterly Performance Report* or on the Investment Provider websites.

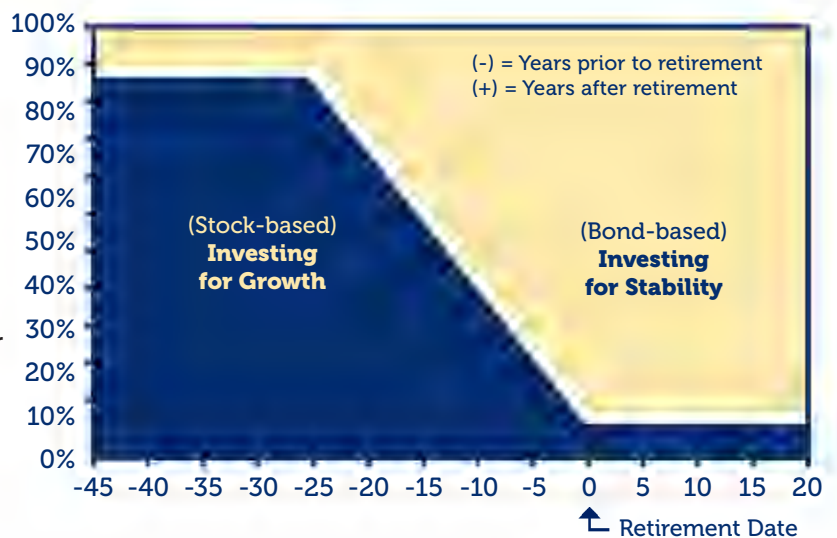


Fixed Accounts

Fixed Accounts are much like savings accounts that gain a predetermined amount of interest, guaranteed through the end of the quarter. Participants can use the Fixed Account to minimize risk and diversify investments. Each Investment Provider offers a Fixed Account, guaranteeing a certain return for the quarter. The assets in Fixed Accounts are backed by the financial strength of the insurance companies offering these products.

Target Date Funds

Target Date Funds provide a diverse mix of investments (stocks, bonds, and cash equivalents) that periodically and automatically adjust over time to grow more conservative as you near your target retirement date. Refer to the graph on the right for an illustration of how a typical Target Date Fund invests your assets over the course of a career. As you can see, Target Date Funds automatically adjust your investments for you. Early in your career you are primarily allocated in growthbased investments. Over time, you are primarily allocated in more stable investments as you gradually near retirement.



These graphs are for general information purposes only and do not disclose the actual investment strategy of any Mutual Fund, Fixed Account, or Target Date Fund products in the Florida Deferred Compensation Plan.

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Enroll Now



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Visit MyFloridaDeferredComp.com and click **Increase Contributions**. Fill out the *Request to Increase Contribution Form* and submit it online, or call the Bureau of Deferred Compensation at 877-299-8002 to make an increase over the phone.

CONTRIBUTION LIMITS

2024

	Maximum Contribution Amount	Suggested Bi-Weekly Contribution*	Suggested Monthly Contribution*
Regular Limit	\$23,000.00	\$884.61	\$1,916.66
Ages 50+ Catch-Up	\$30,500.00	\$1,173.07	\$2,541.66
Standard Catch-Up	\$46,000.00	\$1,769.23	\$3,833.33

*Based on regular payroll schedule dates (26 bi-weekly/12 monthly) starting in January 2024. Contributions can be changed at any time (suggested contributions will vary based on deferral start date).

Contributions can also be increased at MyFloridaDeferredComp.com by clicking the Increase Contributions Button.

STEP UP
to the Max!



New Informational Videos

The Informational Videos page on MyFloridaDeferredComp.com is new and improved! Also, a brand new video series has been created and uploaded to the page. These new videos are designed to pinpoint specific topics and provide a more streamlined approach to learning about the Florida Deferred Compensation Plan.

The Informational Videos page will be updated, periodically, with new videos in the series. Make sure to keep an eye out for the videos that are "Coming Soon".

Check out the new page for a more up-to-date video experience:

MyFloridaDeferredComp.com/InformationalVideos



The Word is Out

See what other Government Employers are saying!

Working with the State of Florida Deferred Compensation Plan has been such a pleasure. The customer service has been outstanding, and the convenience of administering employee retirement changes has exceeded expectations. We highly recommend enrolling in this Plan.

James West, Finance Manager, Greater Naples Fire Rescue District

The Florida Deferred Compensation Plan has aided our District's employees to help bridge the gap between Social Security income and the FRS income they will be receiving upon retirement. Every District should offer this to their staff! Easy to enroll and super responsive team to back it up over at the CFO's office!

Isabel Trujillo, Financial & Administrative Services Coordinator, South Broward Drainage District

When the Children's Services Council of Broward County decided to offer the State of Florida Deferred Compensation Plan benefit for our employees, it was an easy process to change from many years with only one vendor. The staff was helpful and always available to assist in setting up the new process. They came to South Florida and conducted an outstanding information and enrollment session for our employees, making the transition seamless. It was a win for our employees since there are more choices and the fees to the employee are much lower.

– Monti Larsen, Chief Operating Officer, Children's Services Council of Broward County



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
 BUREAU OF DEFERRED COMPENSATION
 200 East Gaines Street
 Tallahassee, Florida 32399



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 DEFERRED COMPENSATION PLAN
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Taxpayer funds were not used to produce or mail these materials.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
 From: Kara Fraraccio, Director of Finance and Administration
 Date: September 13, 2024
 Subject: Disposal of Surplus Property

Whenever the District disposes of tangible personal property of a non-consumable nature, Florida Statutes and our Disposal of Surplus Tangible Personal Property Policy require Governing Board approval before any Surplus Tangible Personal Property can be disposed of. Consistent with state statute and our policies and procedures, I request your authorization to dispose of the items listed below:

Tag #	F/A #	Description	Condition	Date Recorded	Acquired Value	Book Value	Estimated Value
2318	PE35	Case Model 621C Loader	Not Operational	09/30/01	\$ 93,198	\$ -	\$ 26,000
N/A	PE35	Replace Engine In Case 621C	Not Operational	09/30/05	\$ 7,963	\$ -	\$ -
N/A	TE0105	2013 Ford F550	Operational	09/30/13	\$ 43,295	\$ -	\$ 25,000
N/A	TE105	Liftmore Crane & Body	Operational	09/30/13	\$ 41,960	\$ -	\$ -
2640	ME0423	Ice Machine	Beyond Repair	09/30/10	\$ 5,695	\$ -	\$ -
2470	ME354	Pressure Calibrator	Operational	09/30/05	\$ 1,195	\$ -	\$ 10
2469	ME355	Pressure Module	Operational	09/30/05	\$ 1,185	\$ -	\$ 5
2383	ME321	Parts Washer	Not Operational	09/30/04	\$ 892	\$ -	\$ -
Total Assets to be Disposed					\$ 195,383	\$ -	\$ 51,015

In addition, the following assets were aggregated with other assets or grouped as part of a project when purchased and we therefore do not have individualized asset information on each item; instead, a description of each asset is provided. Consistent with state statute and our policies and procedures, I request your authorization to dispose of the items listed below:

<u>Description</u>	<u>Serial Number</u>	<u>Condition</u>	<u>Estimated Value</u>
5 HP VFD Control Cabinet	12877839	Operational	\$1,000
5 HP VFD Control Cabinet	12877840	Operational	\$1,000
5 HP VFD Control Cabinet	12877841	Operational	\$1,000

The items listed in the schedule above are no longer of use to the District and are considered Surplus. The assets will be disposed of in accordance with the District's Disposal of Surplus Tangible Personal Property Policy. Staff has determined that public auction is not deemed practical from an economic sense and will therefore trade-in the Case Model 621C Loader for a new front end loader, with a trade-in value of \$26,000.

Items slated for disposal that have no remaining value will be recycled or otherwise disposed of in an environmentally conscious manner.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

If you have any questions, please feel free to contact me.

I offer the following motion for your approval:

“THAT THE GOVERNING BOARD authorize the Executive Director to dispose of tangible personal property asset tag numbers 2318, 2640, 2470, 2469, and 2383, asset numbers TE0105 and TE105, and the items from the aggregated assets listed in the schedule above in accordance with the District’s Disposal of Surplus Tangible Personal Property Policy.”



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

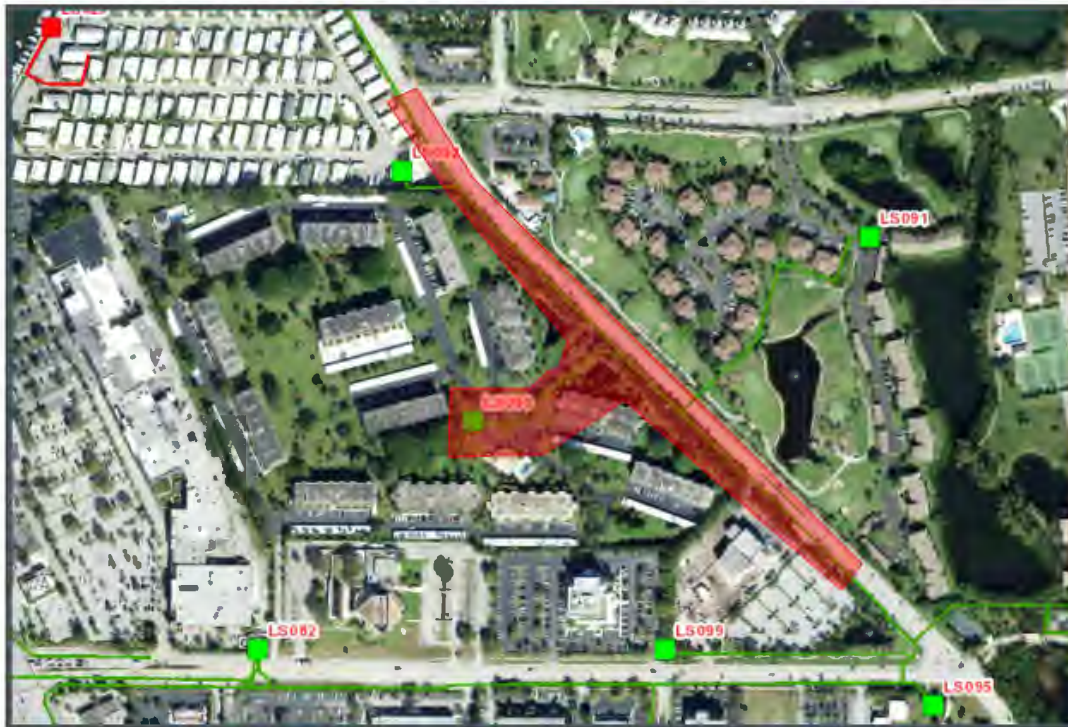
D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D.
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: September 10, 2024
SUBJECT: AC Force Main Replacements A1A - From Jupiter Beach Road to Indiantown Road - Professional Engineering Services

As part of the District's rehabilitation and replacement program asbestos cement pipelines have been targeted for replacement. Recent previous projects include Ocean Cove Force Main Replacement and Jupiter Ocean Racquet Club Ph 1 and 2. This project replaces AC force mains installed around 1972 through 1977 located in A1A and in the Ocean Parks development as highlight below.



The District entered into an agreement with Kimley-Horn and Associates in March 2024 which included site survey, subsurface survey for existing utilities, design, permitting, bidding, construction management and a resident project representative during construction. During completion of the

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

base survey work it was discovered that the Town of Jupiter and Palm Beach County were commencing with roadway and drainage improvements within this project's proposed corridor where the existing force main was to be relocated. Kimley-Horn will need to coordinate this design with the Town and the County to determine the best solution for the District's relocation of this force main. The Consultant also determined that the overall project limits needed to be extended beyond the current roadwork being performed on the north end.

Change Order 001 to the current Work Authorization will address Kimely-Horn's additional services encountered due to the unknown roadwork and provide for additional site survey and subsurface survey.

Kimley-Horn and Associates proposes to perform these additional services for a combination lump sum fee of \$21,700.00 as detailed in the attached amendment to their current work authorization under Kimely-Horn's Continuing Contract for Professional Engineering Services issued under RFQ 20-001-PROFSERVICES.

Staff recommend the following motion.

“THAT THE DISTRICT GOVERNING BOARD authorize the Executive Director to execute Change Order 001 to Kimley-Horn's AC Force Main Replacement A1A from Jupiter Beach Road to Indiantown Road professional engineering services work authorization as detailed in the attached Project Amendment in the amount of \$21,700.00.”

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

ENGINEERING SERVICES WORK AUTHORIZATION

Project Amendment to P.O. No. 24-0661

AC FORCEMAIN REPLACEMENT
A1A from Jupiter Beach Road to Indiantown

This Work Authorization authorizes Kimley-Horn and Associates, Inc. to perform work set forth herein and is issued pursuant to The Professional Engineering Services Agreement (20-001-PROFSERVICES), between the Loxahatchee River Environmental Control District (“Client” or “District”) and Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”), dated September 30, 2020 (“Agreement”). All terms and conditions of said Agreement are hereby incorporated and made part of this Work Authorization.

PROJECT UNDERSTANDING

Kimley-Horn was authorized on March 27, 2024, under P.O. No. 24-0661, to perform design, permitting and construction related services for the above referenced project. During completion of the base survey work, it was discovered that the Town of Jupiter and Palm Beach County were commencing with roadway and drainage improvements within this project’s proposed corridor where the existing forcemain was to be relocated. The Consultant will need to coordinate this design with the Town and the County to determine the best solution for the District’s relocation of this forcemain. The Consultant also determined that the overall projects limits needed to be extended to get outside of the current roadwork being performed.

This Amendment to the current Work Authorization will address the Consultants additional services encountered due the unknown roadwork, provide for additional site survey and subsurface survey in order to move forward with 90% design plans.

SCOPE

Kimley-Horn will perform the following services:

Task 1 Data Collection/Field Investigation

Task 1.1 Site Survey

Kimley-Horn will have Caufield & Wheeler, Inc. perform an extension of their current topographic survey in accordance with current standards to include a right-of-way survey within SR A1A, from Jupiter Beach Road to just beyond North River Drive, approximately 500LF. The survey be prepared in AutoCAD 2022 Civil 3D.

Task 1.2 Subsurface Survey

Kimley-Horn will utilize Infra Map Corp., to perform up to six (6) additional soft dig utility test holes, at locations determined by Kimley-Horn, mainly concentrated points of connections and entry/exit locations of the proposed directional bores. The utility test holes will be coordinated with the survey services to capture locations and depths of the existing utility identified.

Task 1.1 and 1.2 Deliverables

- Site Survey (PDF and AutoCAD file)
- Subsurface Survey Report (Findings with Exhibits in PDF format)

Task 2 Additional Design and Coordination Services

Kimley- Horn will coordinate with the Town of Jupiter and Palm Beach County for their current roadway and drainage project within this project’s corridor, to include site visits, meetings, plan reviews with overlays onto the current forcemain 30% plans and provide recommendations on construction methods and new points of connections due to the current roadwork. Kimley-Horn will also conduct meetings with Jupiter and the County after the 30% plans are submitted to the District.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the District, will be considered additional services to this Work Authorization and will be performed based on subsequent Work Authorizations approved prior to performance of the additional services.

INFORMATION AND SERVICES PROVIDED BY THE DISTRICT

Kimley-Horn assumes that all information provided by the District can be relied upon in the performance of professional services, such as record drawing or easement information.

SCHEDULE

The term extension of the contract is for approximately 75 Days from the issuance date of the Purchase Order. Unless indicated otherwise, Kimley-Horn shall commence work within ten (10) days after receiving the fully executed contract/Purchase Order.

Task Name	Duration
Task 1.1 Site Survey	30 Days
Task 1.2 Subsurface Survey	20 Days (i)
Task 2 Additional Design and Coordination Services	75 Days

(i) From completion of survey

COMPENSATION

The total amount to be paid by the District to Kimley-Horn is on a lump sum basis for Scope of Services Tasks 1 and 2 outlined below for a grand total of Twenty-One Thousand Seven Hundred Dollars (\$21,700.00).

Task Name	Lump Sum Fee Amount
Task 1.1 Site Survey	\$5,675.00
Task 1.2 Subsurface Survey	\$6,675.00
Task 2 Additional Design and Coordination Services	\$9,350.00
TOTAL LUMP SUM AMOUNT	\$21,700.00

Accepted by:

Loxahatchee River Environmental
Control District

Kimley-Horn and Associates, Inc.



D. Albrey Arrington, Ph.D., P.E.
Executive Director

Michael F. Schwartz, P.E.,
Sr. Vice President

Date: _____

Date: 09/11/2024 _____

LRD AC FM REPLACEMENT A1A FROM JUPITER BEACH RD TO INDIANTOWN

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026			Qtr 2, 2026			Qtr 3, 2026	
							Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	+	Task 1.1 Site Survey	41 days	Wed 3/27/24	Wed 5/22/24																														
2	+	Task 1.2 Subsurface Survey	6 days	Wed 7/31/24	Wed 8/7/24	1																													
3	+	Task 2.1 30% Plans	77 days	Thu 5/23/24	Fri 9/6/24	2,1																													
4	+	Preliminary 30% Meeting	1 day	Tue 9/3/24	Tue 9/3/24																														
5	+	Submittal of Amendment for KHA Services	1 day	Wed 9/11/24	Wed 9/11/24																														
6	+	Amendment Approval by LRD	1 day	Mon 9/23/24	Mon 9/23/24	5																													
7	+	Task A1.1 Additional Site Survey	30 days	Mon 9/30/24	Fri 11/8/24	6																													
8	+	Task A1.2 Additional Subsurface Survey	20 days	Mon 11/11/24	Fri 12/6/24	7																													
9	+	Task A2 Additional Design and Coordination Services	25 days	Mon 12/9/24	Fri 1/10/25	8																													
10	+	Task 2.2 90% Plans	90 days	Mon 1/13/25	Fri 5/16/25	9																													
11	+	Task 2.3 Final Plans	35 days	Mon 5/19/25	Fri 7/4/25	10																													
12	+	Task 3 Permitting Services	60 days	Mon 5/19/25	Fri 8/8/25	10																													
13	+	Task 4 Bidding Services	90 days	Fri 7/18/25	Thu 11/20/25	11																													
14	+	Task 5 Construction Administration	180 days	Fri 11/21/25	Thu 7/30/26	13																													
15	+	Task 6 Resident Project Representative	135 days	Fri 1/23/26	Thu 7/30/26																														
16	+	Task 7 Project Management	612 days	Wed 3/27/24	Thu 7/30/26																														

Project: LRD A1A FM Schedule
Date: Thu 9/12/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: D. Albrey Arrington, Ph.D., Executive Director
DATE: September 12, 2024
SUBJECT: Jonathan Dickinson State Park Draft Management Plan

This memo is drafted to outline the activities and public outcry that occurred in August regarding the 2024-2025 Great Outdoors Initiative put forth by the Florida Department of Environmental Protection (DEP). Below, I provide a brief timeline of events, and on the following pages I provide supporting material as well as the public comment I submitted to DEP on behalf of the Loxahatchee River Environmental Control District.

- August 15, 2024 Draft unit management plan (UMP) amendment for JDSP is leaked, which was eerily similar to a [plan that was defeated back in 2011](#).
- August 17, 2024 Mr. Yerkes emailed me a copy of the leaked JDSP UMP Amendment
- August 18, 2024 I could not find any information online regarding the JDSP UMP proposed amendment, which was surprising given Florida's Government in the Sunshine law.
- August 19, 2024 DEP releases the [Great Outdoors Initiative](#) (press release on following page)
- August 20, 2024 The FDEP announces public meetings to present [unit management plan amendments](#)
- August 23, 2024 The FDEP postpones the scheduled public meetings to the week of September 2, 2024 (expected) and publishes a [website to obtain public input](#).
- August 23, 2024 US Rep. Mast, US Senator Rubio, US Senator Scott, FL Senator Herrel, FL Rep Snyder, FL Rep Overdorf, plus Martin and Palm Beach County Commissioners signed [an open letter](#) to Governor DeSantis decrying the proposed public input as "absolutely ridiculous", demanding that the citizens of Martin and Palm Beach Counties comments are heard and questions answered, and encouraging the effort be postponed (letter is attached).
- August 27, 2024 Public rallies opposing the Great Outdoors Initiative occurred statewide, with a rally at downtown Stuart opposing the proposed amendments to JDSP Unit Management Plan.
- August 28, 2024 Governor DeSantis sends DEP's Great Outdoors Initiative back to the drawing board, and DEP has withdrawn the relevant [Unit Management Plan amendments](#).

The question at hand is does the Governing Board want to weigh in on the matter, i.e., pass a resolution, approve a letter, or another communication to DEP and/or the Governor's office?

Stephen B. Rockoff
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Jonathan Dickinson State Park Unit Management Plan Amendment

INTRODUCTION

In support of Florida's Great Outdoors Initiative, the Department of Environmental Protection (DEP) is working to enhance public access, recreation, and lodging at state parks—reinforcing the state's dedication to conservation, the outdoor recreation economy, and Floridians quality of life.

Land use planning and park improvement decisions are based on the dual responsibilities of DEP's Division of Recreation and Parks. These responsibilities are to preserve Florida's natural landscapes, heritage sites, and to provide and promote outdoor recreation opportunities for Florida's citizens and visitors. Over time, park-specific management plan amendments are implemented to accommodate park-specific needs in real time to boundary changes and land acquisitions, impacts from natural forces like hurricanes and severe weather, and to prioritize additional opportunities for outdoor recreation and other amenities as needed.

PLAN AMENDMENT

Overview

This amendment to the current Acquisition and Restoration Council-approved unit management plan for Jonathan Dickinson State Park includes the addition of overnight and recreation facilities. These proposals are organized and presented by use area. Design details and precise location of proposed facilities will be determined and developed according to conceptual land use elements described below and are contingent on funding and concession agreements.

Best Practices

All improvements shall employ best practices utilized by park systems across the country, ensuring that all facilities, functions, and amenities are welcoming and reflective of Florida's heritage, harmonious with park-specific resources, compatible with native lands and plants, aesthetically fitting within surrounding landscapes, and are functional.

CONCEPTUAL LAND USE PLAN

Northeast Tract – Public Golfing Area

Objective: Increase public access to recreational golfing opportunities.

Action:

- Leverage existing improved lands and adjacent uplands suitable for the design and construction of public golf courses and associated facilities.

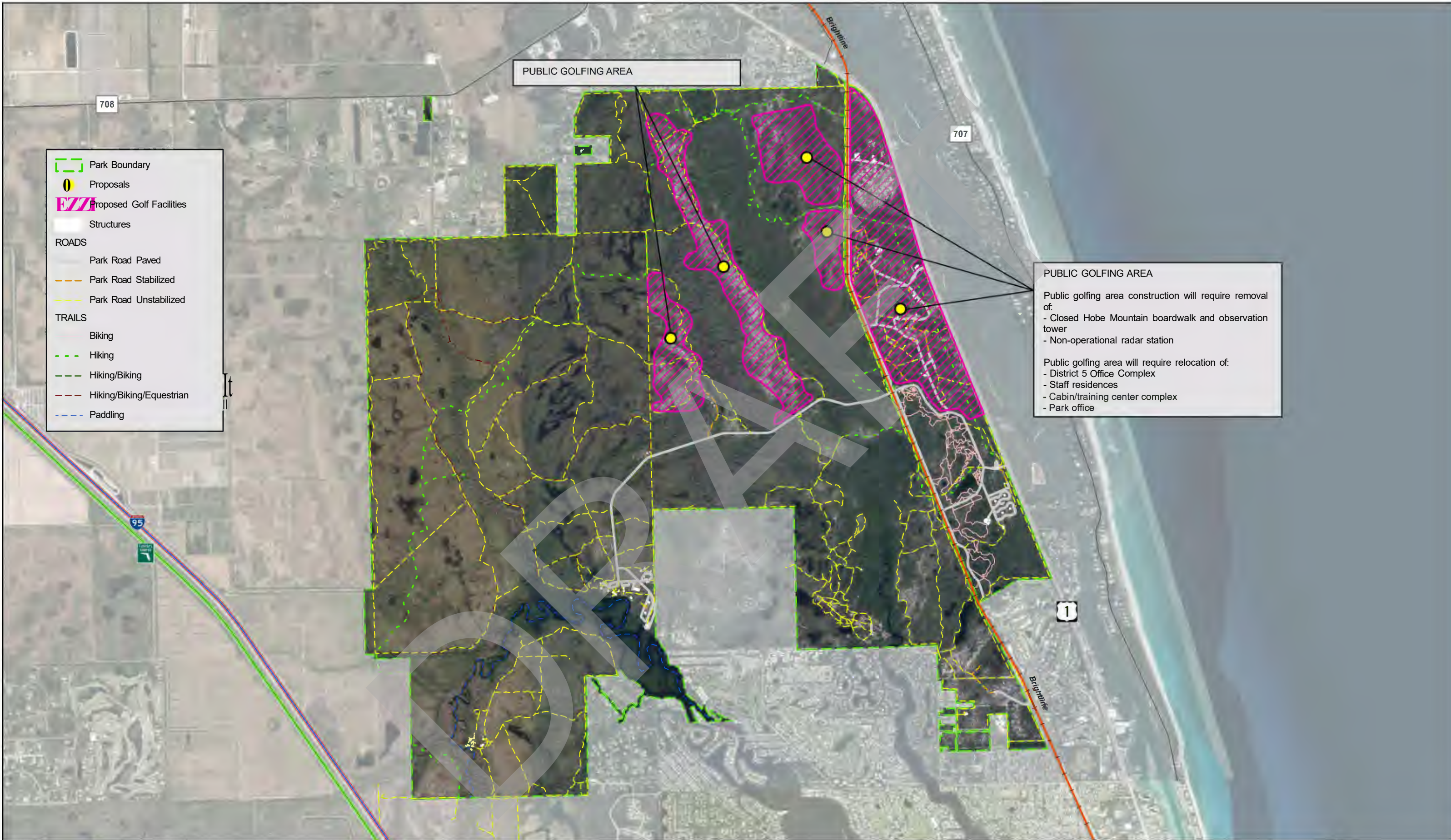
This concept proposes the design and improvement of lands for a public golf facility. All facilities will be designed and developed in harmony with the surrounding natural environments and will meet or exceed standards provided by the DEP/University of Florida IFAS Best Management Practices or the Audubon Cooperative Sanctuary Program Standards. The proposed improvements include two separate outdoor recreation spaces, one alongside the existing Florida East Coast Railway (FECR) Corridor extending to U.S. Highway 1 and another within the northeastern portion of the park. Allowable improvements include publicly accessible golf course facilities, related amenities, and facilities to support operations.

**Jonathan Dickinson State Park
Unit Management Plan Amendment**

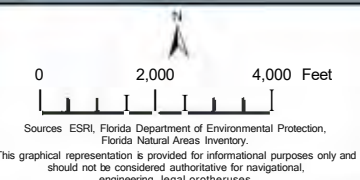
Considerations:

- The proposed improvements between the FECR corridor and U.S. Highway 1 may necessitate the relocation of existing park entrance, management office complex, staff residences, and other ancillary facilities. Facility relocations should be prioritized in other park areas east of the FECR corridor, given the existing proximity to utilities and public roadways.
- A non-operational radar facility will need to be removed, as well as the Hobe Mountain observation tower, which has been closed due to safety concerns.
- Avoidance of sensitive habitat will be priority in the design of the proposed facilities.

DRAFT



JONATHAN DICKINSON STATE PARK
Amended Conceptual Land Use Plan



BRIAN J. MAST
2161 Destin, Florida

COMMITTEE ON TRANSPORTATION
AND INFRASTRUCTURE
FOREIGN AFFAIRS
COMMITTEE

Congress of the United States
House of Representatives
Washington, DC 20515-0919

2182 RIVERSIDE HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-7022

171 SW FLORIDA AVENUE
SUITE 1000, PALM BEACH
(772) 493-0900

August 23, 2024

The Honorable Ron DeSantis
Governor,
The State of Florida
400 S. Monroe St.
Tallahassee, FL 32399

Mara Gambineri,
Chair
Acquisition and Restoration Council (ARC)
3900 Commonwealth Blvd., MS 100
Tallahassee, FL 32399

The Honorable Shawn Hamilton
Secretary
Department of Environmental Protection
3900 Commonwealth Blvd., M.S. 144
Tallahassee, FL 32399

The Honorable George Warthen,
Chief Conservation Officer
Fish and Wildlife Conservation Commission
620 South Meridian Street
Tallahassee, FL 32399

The Honorable Rick Dolan,
Director
Florida Fire Service
3125 Conner Boulevard, Room 228
Tallahassee, FL 32399

The Honorable Alissa Lolane
Director
Florida Division of Historical Resources
500 South Bronough Street, M.S. 4
Tallahassee, FL 32399

Lynetta Usher Griner
Vice Chair
Griner Usher Land & Timber, Inc.
P.O. Box 1819
Chiefland, FL 32644

Bill Palmer, Ph.D., President
Tall Timbers Research Station & Land
Conservancy
13093 Henry Beadel Drive
Tallahassee, FL 32312

Eiva Peppers
President
Florida Environmental and Land Services,
Inc.
221-4 Delta Court
Tallahassee, FL 32303

Dear Governor DeSantis and members of the ARC,

The communities around Jonathan Dickinson State Park are owed a public comment meeting in good faith with members of the Florida Department of Environmental Protection's Acquisition and Restoration Council (ARC). It is the ARC that will actually vote on whether golf courses and hotels will be built in our park and the public deserves the ability to make their voice heard.

Currently, FDEP is proposing to hold an hour-long public comment period between 3 pm and 4 pm on Tuesday, August 27, 2024. This is absolutely ridiculous, especially as not one of the seven voting ARC members will be in attendance to engage with the public. We believe every voting

member of ARC must attend a public comment meeting before taking any action regarding the proposal.

It is also imperative that FDEP give the citizens of Palm Beach and Martin counties every opportunity to have their voices heard on the topic. An hour-long meeting on a weekday afternoon when most people are at work will not suffice. Instead, the communities of Martin and Palm Beach counties are prepared to offer ARC and FDEP venues that can accommodate significantly more people.

It is the expectation of the community, and the government officials signed onto this letter that all comments are heard, and questions be answered. We propose one meeting in Stuart and one in Jupiter, both for as long as it takes to hear all concerns.

Each community is free to organize the time and location of the meeting, but we believe that credibility is also being taken from this process by conducting this public comment in August when many citizens of our community are absent. We therefore encourage you to postpone any public comment or vote to move forward with the project until after Thanksgiving.

Sincerely,



Brian Mast
U.S. Representative



Marco Rubio
U.S. Senator



Rick Scott
U.S. Senator



Gayle Herrell
Florida Senator



John Snyder
Florida Representative



Toby Overdorf
Florida Representative




Doug Smith
Martin County
Commissioner



Stacey Hetherington
Martin County
Commissioner



Harold Jenkins
Martin County
Commissioner



Sarah Heard
Martin County
Commissioner



Ward Ciampi
Martin County
Commissioner



Don Donaldson
Martin County
County
Administrator



Maria Sachs
Palm Beach County
Mayor



Maria Marino
Palm Beach County
Vice Mayor



Michael Barnett
Palm Beach County
Commissioner

DEP Announces 2024-25 Great Outdoors Initiative to Increase Public Access, Recreation and Lodging at Florida State Parks

FOR IMMEDIATE RELEASE: Aug. 19, 2024

CONTACT: DEP Press Office, 850-245-2112, DEPNews@FloridaDEP.gov

DEP Announces 2024-25 Great Outdoors Initiative to Increase Public Access, Recreation and Lodging at Florida State Parks

~ Ensures Florida's conservation lands can be enjoyed by Floridians today and tomorrow ~

TALLAHASSEE, Fla. – Today, the Florida Department of Environmental Protection (DEP) announced the launch of its 2024-25 Great Outdoors Initiative. The initiative will work to expand public access, increase outdoor activities and provide new lodging options across Florida's state parks—reinforcing the state's dedication to conservation, the outdoor recreation economy and a high quality of life for Floridians.

The Florida Park Service, established in 1935 to bolster the state's growing tourism sector and manage its historic sites and conservation lands, remains a national leader in public land stewardship. In Fiscal Year 2022-23, Florida's 175 state parks attracted nearly 30 million visitors, contributing to an annual economic impact of \$3.6 billion and supporting more than 50,000 jobs. Florida's broader outdoor recreation economy continues to thrive, generating over \$52 billion in economic output and supporting more than 460,000 jobs in 2022 alone—a 20% increase in economic output and an 11% rise in employment compared to the previous year.

Under the leadership of Governor Ron DeSantis, Florida has significantly increased its investment in conserving its natural landscapes, acquiring over 260,000 acres, the majority of which are located within the Florida Wildlife Corridor. This cumulative investment represents nearly 20% of the total acres of lands currently part of the Florida State Park System.

In addition to increasing the number of campsites, cabins and lodges on park property, the initiative will increase the number of outdoor recreation opportunities available at Florida's state parks, including pickleball, disc golf, golf and paddling.

Since 2019, Florida has invested over \$400 million to support the operation and maintenance of existing park infrastructure. Through this initiative, DEP will begin to update state park plans to allow for increased public access, while employing the same best practices utilized by DEP and park systems across the country, ensuring all improvements are welcoming and reflective of Florida's heritage, are complimentary of and work with park-specific resources, are compatible and fitting within surrounding landscapes, and provide efficient amenities that visitors expect.

Today's announcement reinforces the DeSantis Administration's record support for conserving our natural landscapes and commitment to ensuring every Floridian can visit and recreate at Florida's state parks. This includes the 2023-24 Great Outdoors Initiative, which offered 50% discounts for Florida State Parks annual passes and Florida's Freedom Summer Kickoff on Memorial Day, which provided all Floridians free entry into state parks.

Celebrating its 90th Anniversary in 2025, the Florida Park Service, the first to win the prestigious Gold Medal Award four times for excellence, is one of the nation's largest park systems, comprising 175 state parks, trails and historic sites across more than 815,000 acres and 100 miles of pristine coastline. To find a state park near you, visit FloridaStateParks.org.

RE: Opposition to proposed Jonathan Dickinson State Park management plan amendments to allow golf course(s) within the park

My name is D. Albrey Arrington, Ph.D. I am the Executive Director of the Loxahatchee River Environmental Control District. I have served as the Chair of the Loxahatchee River Management Coordinating Council and the Loxahatchee River Preservation Initiative. In addition, I have lived most of my life in Jupiter, FL. I have enjoyed recreating in Jonathan Dickinson State Park (JDSP) since I was a child. I have hiked, paddled, biked, fished, waded, camped, swam, sat quietly, and enjoyed wonderful cook outs with friends and family in JDSP. I have a robust technical, academic, and intimate knowledge of Jonathan Dickinson State Park.

I am adamantly opposed to the proposed modifications to the JDSP management plan. Construction of one golf course or three golf courses is not appropriate within the bounds of JDSP. Golf course construction will impact critical scrub habitats, scrubby flatwoods, and sandhill upland lakes. These habitats support endangered, endemic, and threatened species, e.g., Florida scrub-jays, red-cockaded woodpeckers, gopher tortoises, four-petal pawpaw, Curtiss' milkweed, perforated reindeer lichen, Large-flowered rosemary, nodding pinweed, pineland pinweed, small's milkwort, dancing lady orchid, etc.

The current JDSP Management Plan states: emphasis added and *my thoughts added as sub-bullets*:

- “The (Jonathan Dickinson State) park protects one of Southeast Florida’s largest contiguous areas of natural habitat; representing a diverse mosaic of 16 natural communities, including rare coastal sandhill upland lakes and scrub.”
 - *Replacing these rare and threatened habitats to construct golf courses, which are neither rare nor threatened, is unthinkable.*
- “The original extent of this [scrub] community on the Atlantic Coastal Ridge ranged from North Miami to Cape Canaveral. **Scrub is almost eliminated in Dade and Broward counties and only remnants occur in Palm Beach County. The park contains one of the last remaining coastal scrub stands in southeast Florida.**”
 - *Why would the Department of Environmental Protection think that destroying these incredibly rare habitats would be appropriate. I understand the need to allow and promote recreation, but the balance will have gone too far if you allow a golf course to be constructed in these critically important habitats.*
- Within the park, this [scrub] community is largely found along the eastern part of the park, but also to a lesser extent on various ridges in the interior and in some cases on the edge of river or creek floodplains. The highest elevation in the park is 86 feet at Hobe Mountain (an ancient sand dune) and shows evidence of early Pleistocene shorelines as parallel dune ridges. The view from Hobe Mountain Tower provides a microcosm of the various stages of scrub succession, from a 40-year-old forest to the north, senescent hurricane-killed sand pines around the tower, logged and burned scrub to the east and south and burned (unlogged) scrub directly to the west.”
 - *The proposed revisions to the JDSP management plan would impact some of the most unique and threatened habitats within Florida. This is not a rational plan.*
- “Scrub and scrubby flatwoods dominate the area near US-1.”
- “Sandhill upland lakes are extremely vulnerable to hydrological manipulations. Because of their value to the park and the scrub community, any future and ongoing impacts that would alter their balance and cause an irreversible change in the park's fauna and flora should not be permitted.

Water quality is also an important concern in these oligotrophic systems, especially where these lakes occur on the edges of the park.”

- *Clearly, a golf course, which requires significant irrigation and contributes to nutrient runoff, is not an ideal habitat to add in proximity to scrub and sandhill upland lakes.*
- “Over three thousand acres of scrub and scrubby flatwoods communities within the park, including its many rare species of plants and animals, are important because of the park’s large size and limited distribution in Southeast Florida and throughout Florida.”
 - *While there are 3,000 acres of scrub and scrubby flatwoods within JDSP, these habitats only exist because they are within a state park and have been protected from development. Also, these habitats are more functional, ecologically speaking, because of the extent and distribution of these habitats. Allowing these habitats to be destroyed and/or fragmented to support golf courses will explicitly decrease the amount of habitat available and will degrade the ecological functions of the remaining, fragmented habitats.*
- “A protected zone is an area of high sensitivity or outstanding character from which most types of development are excluded as a protective measure. Generally, facilities requiring extensive land alteration or resulting in intensive resource use, such as parking lots, camping areas, shops or maintenance areas, are not permitted in protected zones. Facilities with minimal resource impacts, such as trails, interpretive signs and boardwalks are generally allowed. All decisions involving the use of protected zones are made on a case-by-case basis after careful site planning and analysis.
 - *I cannot understand why the proposed JDSP management plan amendment allows for the explicit degradation and loss of critical habitat within protected zones within JDSP.*
- At Jonathan Dickinson State Park, the maritime hammock, sandhill, scrub, depression marsh, dome, floodplain swamp, hydric hammock, strand swamp, wet flatwoods, wet prairie, sandhill upland lake, blackwater stream and mangrove swamp communities have been designated as protected zones as delineated on the Conceptual Land Use Plan (Note: For the purpose of clarity, designated protected zones east of the railroad are not illustrated in the Conceptual Land Use Plan.). All wet flatwoods have been mapped as protected zones, however, those areas that are not jurisdictional wetlands may be suitable for development. Jurisdictional determination will be made when necessary for each site on a case-by-case basis. Other protected zones include the area designated as a Wilderness Preserve, the Trapper Nelson Site, some of the Camp Murphy structures and the Loxahatchee Wild and Scenic River.”
 - *So, all scrub habitat and sandhill upland lakes within JDSP are technically designated as “protected zones”. The protected zones east of the railroad tracks were intentionally not shown on maps, but just because the map doesn’t show any protected zones east of the railroad tracks does not mean protected zones don’t exist there.*
 - *The overwhelming majority of the proposed impacts from the JDSP management plan amendment will directly obliterate or degrade existing protected zones, e.g., scrub habitat, sandhill upland lake habitat. I urge you not to support this travesty.*

If State Parks don’t exist to protect and preserve critical habitat, endangered and threatened species, and related ecosystem functions, then I don’t know why they exist. **Please do not revise the JDSP management plan to allow the construction of a golf course within JDSP.**



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: September 3, 2024
SUBJECT: Chapter 31-10 – Subregional Line Charge for SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5

Staff have designed, permitted, and constructed a low pressure sewer collection and transmission system to serve a parcel on SE Island Way (Martin County Parcel ID 28-40-42-000-000-00040-1). This system has additional capacity to serve a nearby vacant lot on SE Island Way (Martin County Parcel ID 28-40-42-000-000-00020-5).

Because of the sequence of facility design and construction, this project, essentially a low pressure force main and associated appurtenances, is proposed to be paid for using our subregional line charge mechanism, i.e., LRD Rule Chapter 31-10.005(5). Previously, we have implemented six subregional line charges (i.e., 31-10.005(5)(a - f)), and this will be our seventh (31-10.005(5)(g)).

In order to equitably distribute costs for the SE Island Way subregional collection and transmission system, staff have quantified the number of equivalent connections (~wastewater flow) the SE Island Way Subregional Collection Facilities will likely serve. Based on the best available information, LRD staff have determined the SE Island Way Subregional Collection Facilities will serve 3.5 equivalent connections (i.e., Martin County Parcel IDs 28-40-42-000-000-00020-5 and 28-40-42-000-000-00040-1; two properties each with 4 or more toilets).

When we divide the cost of the SE Island Way Subregional Collection Facilities (\$19,614.41) by the number of equivalent connections those facilities will ultimately serve (3.5 equivalent connections), we find the SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Collection Facilities cost is \$5,604.12 per equivalent connection.

Therefore, Staff have drafted proposed revisions to Rule 31-10.005(5) incorporating the SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Line Charge at \$5,604.12 per equivalent connection. Pursuant to existing rule language, subregional line charges are adjusted annually based on the 10-Year Treasury Rate published by the US Department of Treasury on February 1st. To facilitate your review, we have provided the suggested revisions to LRD Rule 31-10.005(5) in red at the top of the following page.

Stephen B. Rockoff
CHAIRMAN

Dr. Matt H. Rostock
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Proposed text to be added to Chapter 31-10.005(5):

5(g) SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Line Charge for SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Collection Facilities. The rate of the SE Island Way Martin County Parcel ID 28-40-42-000-000-00020-5 Subregional Line Charge shall be \$5,604.12 per Equivalent Connection. 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 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 commitment of service is made, with no prepayment penalty, to be collected by Non-Ad Valorem tax roll.

I appreciate your careful review of this important revision. We have scheduled a public hearing for 6:50 pm on September 19, 2024 at which the public can provide their input on the proposed revisions to Chapter 31-10 Rates, Fees, and Charges. Pending public comment and Board input, I offer the following motion for your consideration:

“THAT THE DISTRICT GOVERNING BOARD approve revisions to Rule Chapter 31-10.005 to establish the SE Island Way Subregional Line Charge with a rate of \$5,604.12 per equivalent connection and an effective date of September 20, 2024.”



D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Jason A. Pugsley, P.E., Operations – Plant Manager
DATE: September 13, 2024
SUBJECT: Proposed Revisions to Chapter 31-13 “Regulation of Sewer Use”

The District’s Chapter 31-13 “Regulation of Sewer Use” Rule is commonly referred to as our “Sewer Use Ordinance” and/or our “Industrial Pretreatment Ordinance” by regulatory agencies such as EPA and FDEP. We last revised Chapter 31-13 in March 2023. This month we are bringing proposed revisions to the Board for approval. The proposed revisions are required to address specific comments provided by Wastewater Management Program of Florida Department of Environmental Protection (FDEP) as part of the recently completed annual Industrial Pretreatment Program Audit.

The two (2) most substantive proposed revisions to Chapter 31-13 are as follows:

- Section 1.4 – Definitions: Addition of the definition of “Executive Director” to properly document his or her roles and responsibilities on behalf of the District. The term “Executive Director” is used explicitly in the District’s Enabling Legislation Rules, policies and general direction as set by the Governing Board.
- Section 7 – Compliance Monitoring, Article 7.1D: Incorporation of language which clearly defines User requirements related to the removal of temporary or permanent obstructions which would limit access to facilities requiring inspection by District staff for the purposes of performing periodic compliance monitoring.

Staff also identified some minor typographical items which, when revised, would improve overall clarity. FDEP has reviewed the proposed revisions to Chapter 31-13 and determined that the revised rule satisfies the requirements of Chapter 62-625, Florida Administrative Code.

This month we are seeking Board approval of the revised version of Chapter 31-13 “Regulation of Sewer Use”; therefore, Staff request your consideration of the following motion:

“THAT THE DISTRICT GOVERNING BOARD approve the revisions to Rule Chapter 31-13, as presented.”

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

CHAPTER 31-13 REGULATION OF SEWER USE



2500 Jupiter Park Drive
Jupiter, Florida 33458
Palm Beach County
Latitude: 26° 55' 27.32" N Longitude: 80° 08' 22.91" W

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SECTION 1 - GENERAL PROVISIONS

1.1. Purpose and Policy

This Rule sets forth uniform requirements for Users of the Publicly Owned Treatment Works (POTW) for the area serviced by the Loxahatchee River Environmental Control District (DISTRICT, the District) and enables the District to comply with all applicable State and Federal laws, including (33 United States Code [U.S.C.] section 1251 et seq.), the General Pretreatment Regulations (Title 40 of the *Code of Federal Regulations* [CFR] Part 403 and Chapter 62-625 Florida Administrative Code [F.A.C.]). The objectives of this Rule are:

- A. To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW, including interference with its use or disposal of municipal biosolids [40 CFR 403.2(a)];
- B. To prevent the introduction of pollutants into the POTW which will Pass Through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
- C. To ensure that the quality of the wastewater treatment plant biosolids is maintained at a level that allows its use and disposal in compliance with applicable statutes and regulations;
- D. To protect POTW personnel who may be affected by wastewater and biosolids in the course of their employment and to protect the general public; and
- E. To improve the opportunity to recycle and reclaim wastewater and biosolids from the POTW.
- F. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and
- G. To enable the District to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, biosolids use, and disposal requirements, and any other Federal or State laws to which the (WWTF) is subject.

This Rule shall apply to all Users of the POTW, and requires compliance with Chapter 62-625, F.A.C. of all such Users. The Rule authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance, and enforcement ~~activities~~remedies; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

1.2 Administration

Except as otherwise provided herein, the District's Executive Director shall administer, implement, and enforce the provisions of this Rule. Any powers granted to, or duties imposed upon, the Executive Director may be delegated to other duly authorized District personnel. Whenever the Executive Director is authorized to take any action or make any decisions pursuant to the District's Rules, the District's duly authorized representatives, agents and employees shall have similar authority in the Executive Director's stead.

It is anticipated this document will need periodic review and updating to keep current with changing regulations. However, the basic procedural information and methods of implementation should remain valid.

1.3 Abbreviations

The following abbreviations shall have the designated meanings:

- ASPP - Accidental Spill Prevention Plan
- BOD - Biochemical Oxygen Demand
- BMP – Baseline Monitoring Practice
- BMR – Baseline Monitoring Report
- CFR - Code of Federal Regulations
- CIU – Categorical Industrial User
- COD - Chemical Oxygen Demand
- DISTRICT - Loxahatchee River Environmental Control District
- EPA - U.S. Environmental Protection Agency
- [ERP – Enforcement Response Plan](#)
- F.A.C. – Florida Administrative Code
- FDEP – Florida Department of Environmental Protection
- FSE – Food Service Establishment
- F.S. – Florida Statutes
- GPD - gallons per day
- IU – Industrial User
- MDL – Method Detection Limit
- [mg/l - milligrams per liter](#)
- [NAICS – North American Industry Classification Systems](#)
- NPDES - National Pollutant Discharge Elimination System
- NSCIU – Non-Significant Categorical Industrial User
- O&M - Operation and Maintenance
- PFAS – Per-and Polyfluoroalkyl
- PFOA – Perfluorooctanoic Acid
- PFOS – Perfluorooctane Sulfonic Acid
- POTW - Publicly Owned Treatment Works
- RCRA - Resource Conservation and Recovery Act
- SIC - Standard Industrial Classifications ([supplanted by NAICS](#))
- SIU – Significant Industrial User
- SWDA - Solid Waste Disposal Act (42 U.S.C. 6901, et seq.)
- TRC – Technical Review Criteria
- TSS - Total Suspended Solids
- USC or U.S.C. - United States Code
- WWF – Wastewater Facility

1.4 Definitions

Except as discussed below, the general definitions set forth in the enabling legislation of the District, Chapter 2021-249, Laws of Florida, , and as set forth in Chapter 31, Florida Administrative Code shall

apply to this Rule. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Rule, shall have the meanings hereinafter designated.

1. Act or "the Act". The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.
2. Amalgam separator. A device that employs filtration, settlement, centrifugation, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the POTW.
3. Amalgam waste. Non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chairside traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.
4. ANSI/ADA Standard No. 108. The American National Standards Institute and American Dentistry association standard for amalgam separators.
5. Applicable Pretreatment Standards. For any specified pollutant, District prohibitive standards, District specific pretreatment standards (local limits), State of Florida pretreatment standards, or EPA's Categorical Pretreatment Standards (when effective), whichever standard is appropriate or most stringent.
6. Approval Authority. Designated as the State of Florida (due to Florida having an EPA approved pretreatment program)
7. Authorized Representative of the User.
 - a. If the User is a corporation:
 - i. A president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - ii. The manager of one or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - b. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively;
 - c. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.

- d. The individuals described in paragraphs 1 through 3 above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the District.
8. Baseline Monitoring Report (BMR). Required from all industrial users of the POTW, 180 days after the effective date of an applicable categorical pretreatment standard. These reports, which are analogous to NPDES permit applications and are required by 40 CFR 403.12(b) of the General Pretreatment Regulations. All industrial users must provide information on their production processes, water usage, discharge, and compliance status.
 9. Best Management Practices (BMPs). Means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Rules 62-625.400(1)(a) and (2), F.A.C. BMP's include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
 10. Biochemical Oxygen Demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at ~~20-0~~ degrees Celsius, usually expressed as a concentration [milligrams per liter (mg/l)].
 11. Bypass. The intentional diversion of wastewater streams from any portion of a User's treatment facility.
 12. Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
 13. Chemical Oxygen Demand (COD). A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.
 14. Categorical User (CU) or Categorical Industrial User (CIU). A User regulated by one of EPA's Categorical Pretreatment Standards
 15. Color. The optical density at the visual wave length of maximum absorption, relative to distilled water. One hundred percent (100%) transmittance is equivalent to zero (0.0) optical density.
 16. Composite Sample. The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.
 17. Control Authority. The Loxahatchee River Environmental Control District (District).
 18. Cooling Water/Non-Contact Cooling Water. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

Cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

19. Daily Maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.
20. Daily Maximum Limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
21. Disposal Facility. A permitted or certified waste management facility that is authorized to receive interceptor waste.
22. Discharge. The introduction of pollutants or other material or substance into the POTW from any from any nondomestic source regulated under Chapter 403, F.S.
23. Domestic User (Residential User). Any person who contributes, causes, or allows the contribution of wastewater into the District POTW that is of a similar volume and/or chemical make-up to that of a residential dwelling unit. Discharges from a residential dwelling unit typically include up to 100 gallons per capita per day, 0.17 pounds of BOD per capita per day, and 0.2 pounds of TSS per capita per day.
24. Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency.
25. Executive Director. Serves as the District's Chief Executive Officer, and has overall responsibility for management of the District in accordance with the District's Enabling Legislation, Rules, policies and general direction as set by the Governing Board. Responsible for overseeing the current and long-range planning so that required services are provided efficiently as the characteristics of the area change, and coordinate with other political and administrative government entities.
- 25.26. Exemption. Exemptions to specific District requirements may be granted when specific criteria are met. Exemptions will be issued on a case-by-case basis by the District's Director of Engineering.
- 26.27. Existing Source. Any source of discharge that is not a "New Source."
- 27.28. Existing User. Any non-categorical User which was discharging wastewater prior to the effective date of this Rule.
- 28.29. Food Service Establishment. A restaurant, cafeteria, lunchroom, food stand, saloon, tavern, bar, lounge, or other similar facility operated as an enterprise engaged in the business of selling food to the public.

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~~29~~30. Grab Sample. A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

~~30~~31. Grease Interceptor. A control device that is designed to intercept fats, oil, and grease from wastewater discharged from specific establishments, until they can be removed and disposed of by a waste hauler. It is typically a large liquid retention box with a minimum of two compartment which are separated by baffles and which are installed underground.

~~31~~32. Hauler. A company that removes and properly disposes of waste collected by any type of interceptor unit.

~~32~~33. Hazardous Waste Pharmaceutical. A pharmaceutical that is a solid waste, as defined in Title 40 of the Code of Federal Regulations (40 CFR) section 261.2, and exhibits one or more characteristics identified in 40 CFR part 261 subpart C or is listed in 40 CFR part 261 subpart D.

~~33~~34. Healthcare Facility. Any organization or person that is lawfully authorized to:

- Provide preventative, diagnostic, therapeutic, rehabilitative, maintenance or palliative care, and counseling, service, assessment or procedure with respect to the physical or mental condition, or functional status, of a human or animal or that affects the structure or function of the human or animal body; or
- Distribute, sell, or dispense pharmaceuticals. This definition includes, but is not limited to, wholesale distributors, third-party logistics providers that serve as forward distributors, military medical logistics facilities, hospitals, psychiatric hospitals, ambulatory surgical centers, health clinics, physicians' offices, optical and dental providers, chiropractors, long-term care facilities, ambulance services, pharmacies, long-term care pharmacies, mail-order pharmacies, retailers of pharmaceuticals, veterinary clinics, and veterinary hospitals. Healthcare facility does not include pharmaceutical manufacturers.

~~34~~35. Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any non-domestic source.

~~35~~36. Instantaneous Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

~~36~~37. Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources, either:

- Inhibits or disrupts the POTW, its treatment processes or operations;
- Inhibits or disrupts its biosolids processes, use or disposal; or
- Is a cause of a violation of the District's NPDES permit or of the prevention of sewage biosolids use or disposal in compliance with any of the following statutory/ regulatory provisions or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State biosolids management plan prepared pursuant

to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

37.38. ISO 11143. The International Organization for Standardization’s standard for amalgam separators.

38.39. Lint Interceptor. A device designed and intended to capture and prevent lint and other debris from being discharged into the POTW.

39.40. Local Limit(s). Specific discharge limit(s) developed and enforced by the District upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in Rule 62-625.400(1)(a) and (2), F.A.C. Refer to Sections 2.1 A and B for a list of prohibitions.

40.41. Long Term Average. An average based on production over an extended period of time which captures a normal range of flow variation and constituent concentrations.

41.42. Medical Wastes. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

42.43. Method Detection Limit. An estimate of the minimum amount of a substance that an analyte process can reliably detect. An MDL is analyte-specific and matrix-specific and is laboratory dependent.

43.44. Monthly Average. The sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

44.45. Monthly Average Limit. The highest allowable average of “daily discharges” over a calendar month, calculated as the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.

45.46. Narrative Standard. A standard or criterion expressed in words rather than numerically.

46.47. New Source.

- a. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under Section 307 of the Clean Water Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - i. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - iii. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the

same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

- b. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1) (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- c. Construction of a new source as defined under this paragraph has commenced if the Owner or operator has:
 - i. Begun, or caused to begin as part of a continuous on-site construction program
 - 1. Any placement, assembly, or installation of facilities or equipment; or
 - 2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
 - ii. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

47-48. New User. A "New User" is a User that is not regulated under federal categorical pretreatment standards but that applies to the District for a new building permit or occupies an existing building and plans to commence discharge of wastewater to the District's collection system after the effective date of this Rule. Any person that buys an existing facility that is discharging non-domestic wastewater will be considered an "existing User" if no significant changes are made in the manufacturing operation.

48-49. Non-contact Cooling Water. Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

49-50. Non-significant categorical industrial User (NSCIU). Means an industrial User that discharges 100 gallons per day (gpd) or less of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and:

- a. Has consistently complied with all applicable categorical pretreatment standards and requirements;
- b. Annually submits the certification statement required in Rule 62-625.600(17), F.A.C., together with any additional information necessary to support the certification statement; and
- c. Never discharges any untreated categorical process wastewater.

50-51. North American Industry Classification System (NAICS). Groups together and identifies establishments that use the same or similar processes to produce goods or services. Developed jointly by the U.S., Canada, and Mexico to provide comparable statistics about business activity across North America. NAICS has replaced and supersedes the U.S. Standard Industrial Classification (SIC) system.

NAICS		SIC	
2-digit	Sector	Division	Letter
3-digit	Subsector	Major Group	2-digit
4-digit	Industry Group	Industry Group	3-digit
5-digit	NAICS Industry	Industry	4-digit
6-digit	National	N/A	N/A

NAICS vs. SIC: Structure and Nomenclature

51.52. Oil/Sand Interceptors. A device designed and intended to separate and capture oil, sand, dirt and other debris from being discharged into the POTW

52.53. Originator. A facility that produces any type of products, byproducts, or pollutants other than domestic waste which are discharged into the POTW.

53.54. PFAS. Also known as “per-and polyfluoroalkyl” substances are made up of PFOS (perfluorooctane sulfonic acid) and PFOA (perfluorooctanoic acid). It is a group of chemicals used to make fluoropolymer coatings and products that resist heat, oil, stains, grease, and water.

54.55. PFOS. Also known as Perfluorooctane sulfonic acid make up perfluorinated alkylated substances (PFAS). This group of chemicals is commonly used in a wide range of industrial processes and is found in many consumer products. PFOS has been used in stain-resistant fabrics, fire-fighting foams, food packaging, and as a surfactant in industrial processes.

55.56. PFOA. Also known as perfluorooctanoic acid, is a man-made chemical usually found in products that resist sticking, heat, water, stains, and grease.

56.57. Pass Through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the District's NPDES permit (including an increase in the magnitude or duration of a violation).

57.58. Permittee. A person or User issued a wastewater discharge permit.

58.59. Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, or local governmental entities.

59.60. pH. A measure of the acidity or alkalinity of a substance, expressed in standard units.

60.61. Pharmaceutical. Any drug or dietary supplement for use by humans or other animals; any electronic nicotine delivery system (e.g., electronic cigarette or vaping pen); or any liquid nicotine

(e-liquid) packaged for retail sale for use in electronic nicotine delivery systems (e.g., pre-filled cartridges or vials). This definition includes, but is not limited to, dietary supplements, as defined by the Federal Food, Drug and Cosmetic Act; prescription drugs, as defined by Title 21 of the Code of Federal Regulations part 203.3(y); over-the-counter drugs; homeopathic drugs; compounded drugs; investigational new drugs; pharmaceuticals remaining in non-empty containers; personal protective equipment contaminated with pharmaceuticals; and clean-up material from spills of pharmaceuticals. Pharmaceutical does not include dental amalgam or sharps.

61.62. Plant Manager. The person designated by the District to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Rule. The term also means a Duly Authorized Representative of the District.

62.63. Pollutant. Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage biosolids, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater [i.e., pH, temperature, TSS, turbidity, color, BOD, Chemical Oxygen Demand (COD), toxicity, or odor].

63.64. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means (except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard).

64.65. Pretreatment Requirement. Any substantive or procedural requirement related to pretreatment imposed on a User, other than a pretreatment standard.

65.66. Pretreatment Standards or Standards. Prohibited discharge standards, categorical pretreatment standards, and local limits and/or BMPs established by the District.

66.67. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances, which appear in Sections 2.1 (A) and (B) of this Rule.

67.68. Publicly Owned Treatment Works (POTW). A "treatment works," as defined by Section 212 of the Act (33 U.S.C. 1292) which is owned by the District. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

68.69. Reclaimed Water. Water that has received at least secondary treatment and basic disinfection and is reused after flowing out of the wastewater treatment facility (FDEP Chapter 62-610 FAC).

69.70. Removal. A reduction in the amount of a pollutant in the POTW's effluent or alteration of the nature of a pollutant during treatment at the POTW. The reduction or alteration can be

obtained by physical, chemical, or biological means and may be the result of specifically designed POTW capabilities or may be incidental to the dilution of a pollutant in the POTW.

70.71. Reverse Distributor. Any person that receives and accumulates prescription pharmaceuticals that are potentially creditable hazardous waste pharmaceuticals for the purpose of facilitating or verifying manufacturer credit. Any person, including forward distributors, third-party logistics providers, and pharmaceutical manufacturers, that processes prescription pharmaceuticals for the facilitation or verification of manufacturer credit is considered a reverse distributor.

71.72. Septic Tank Waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

72.73. Severe Property Damage. Substantial physical damage to property that causes the property to become inoperable, or substantial and permanent loss of natural resources. Severe property damage does not mean economic loss caused by delays in production.

73.74. Sewage. Human excrement and/or gray water (household showers, dishwashing operations, etc.)

74.75. Sewer. Any pipe, conduit, ditch, or other device used to collect and transport sewage from the generating source.

75.76. Sewer System. Any plant, facility, or property, and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary, or having the present capacity for future use in connection with the collection, 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 nature whatsoever relating to any such sewer system and necessary or convenient for the operation thereof.

76.77. Shall, May, Will. "Shall" and "Will" are mandatory, "May" is permissive.

77.78. Significant Industrial User (SIU).

- a. A User subject to categorical pretreatment standards; or
- b. A User that:
 - i. Discharges an average of 25,000 GPD or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater); or
 - ii. Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

- iii. Is designated as such by the District on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- c. Upon a finding that a User meeting the criteria in Subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any applicable pretreatment standard or requirement, the District may at any time, on its own initiative or in response to a petition received from a User and in accordance with procedures in Rule 62-625.500(2)(e), F.A.C. determine that such User should not be considered a significant industrial User.

78.79. Significant Non-Compliance ("SNC"). For the purposes of this provision, a User is in significant non-compliance if its violation meets the criteria specified in Section 9 of this Rule.

79.80. Slug Load. Any discharge at a flow rate or concentration which could cause a violation of the discharge standards in Section 2.1 through 2.4 of this Rule or any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.

80.81. Standard Industrial Classification (SIC) Code (Supplanted by NAICS). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

81.82. State. The State of Florida or an agency within the state government having relevant jurisdiction.

82.83. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

83.84. Total Suspended Solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

84.85. Treatment Plant Effluent. The discharge from the POTW into waters of the United States.

85.86. Upset. An exceptional incident in which there is unintentional and temporary non-compliance with applicable Pretreatment Standards because of factors beyond the reasonable control of the User.

86.87. User or Industrial User (IU). A non-domestic discharger introducing an industrial waste stream into the POTW.

87.88. Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

~~88~~.89. Wastewater Discharge Permit. An authorization or equivalent control document issued by the District to Users discharging wastewater to the POTW. The permit may contain appropriate pretreatment standards and requirements as set forth in this Rule.

~~89~~.90. Wastewater Treatment Plant or Treatment Plant. That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste. The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

SECTION 2 - GENERAL SEWER USE REQUIREMENTS

2.1 Prohibited Discharge Standards

- A. General Prohibitions: No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical pretreatment standards or any other National, State, or local pretreatment standards or requirements.
- B. Specific Prohibitions: No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flash point of less than 140 F (60 C) using the test methods specified in Chapter 62-730, F.A.C;
 - (2) Wastewater having a pH less than 5.0 or more than 9.5, or otherwise causing corrosive structural damage to the POTW or equipment;
 - (3) Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in Interference; such as, but not limited to, ashes, bones, cinders, sand, mud, grass clippings, straw, spent grains, spent lime, stone or marble dusts, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, hide or fleshings, entrails, ~~and~~ paper dishes, cups, milk containers, either whole or ground garbage grinders, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, or glass grinding or polishing wastes;
 - (4) Pollutants, including biological oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Pass Through or Interference with the POTW;
 - (5) Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 F (40 C);
 - (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
 - (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - (8) Any trucked or hauled pollutants, except at discharge points designated by the District in accordance with Section 3.5 of this Rule. All industrial or septic waste haulers

shall have a discharge permit issued by the Palm Beach County Health Unit or Martin County Health Unit. No hauled load may be discharged without prior written consent from the District. Samples may be collected from each load to ensure compliance with applicable standards. The hauler may be required to provide waste analysis of any load prior to discharge. The hauler must provide a waste tracking form for every load. The form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, names and addresses of sources of waste, volume and characteristics of waste. This form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are Resource Conservation and Recovery Act (RCRA) hazardous wastes;

- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life or health, or to prevent entry into the sewers for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the District's NPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- (12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the District;
- (13) Any sludge, screenings, or other residues from the pretreatment of industrial wastes or from industrial processes;
- (14) Medical wastes, except as specifically authorized by the District;
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations greater than 100.0 mg/l;
- (18) Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits.
- (19) Any hazardous wastes as defined in rules published by the State of Florida or in Chapter 62-730, F.A.C.
- (20) Any hazardous waste pharmaceutical from a healthcare facility or reverse distributor.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

2.2 National Categorical Pretreatment Standards

Users must comply with the categorical pretreatment standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471.

- A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the District may impose equivalent concentration or mass limits in accordance with requirements specified in Rule 62-625.410(4), F.A.C..

- B. When the limits in a categorical pretreatment standard are expressed only in terms of mass of pollutant per unit of production, the District may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual Users, in accordance with requirements specified in Rule 62-625.410(4), F.A.C..
- C. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same Standard, the District shall impose an alternate limit in accordance with Rule 62-625.410(6), F.A.C.

2.3 State Requirements

State requirements and limitations on discharges to the POTW shall be met by all Users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in this Rule or in other applicable Rules, regulations or ordinances.

2.4 Local Limits

- A. The District is authorized to establish Local Limits pursuant to Rule 62-625.400(3), F.A.C.
 - (1) No person shall discharge wastewater containing pollutants in excess of the local limits for those pollutants which have been established for the District's POTW using standard procedures, calculations and methods acceptable to FDEP to protect against Pass Through, Interference, protection of POTW employees, and adverse effects on wastewater residuals disposal. No User shall discharge process waste streams, unregulated waste streams, or dilute waste streams in excess of the concentrations set forth by the District. Local limits shall be included as permit conditions and attached to each SIU wastewater permit issued.
 - (2) Established local limits are subject to change and shall be modified as needed based on regulatory requirements and standards, POTW operation, performance and processes, the District's User base, potable water quality and domestic wastewater characteristics. Modifications to the established local limits must be reviewed and approved by FDEP prior to implementation. Implementation shall be effective 30 days from notice of acceptance of the modified limits by FDEP. Permitted SIUs shall also be issued an addendum to their wastewater discharge permit containing the new local limits.
- B. The following pollutant limits are established to protect against Pass Through and Interference. No User shall discharge wastewater containing in excess of the following Instantaneous Limits:
 - 0.24 mg/l arsenic
 - 400 mg/l BOD5
 - 0.18 mg/l cadmium
 - 2.67 mg/l chromium
 - 16.3 mg/l copper
 - 0.64 mg/l cyanide
 - 3.30 mg/l lead
 - 0.41 mg/l mercury
 - 0.27 mg/l molybdenum
 - 1.94 mg/l nickel
 - 0.34 mg/l selenium
 - 4.44 mg/l silver

1.66 mg/l zinc
400 mg/l total suspended solids
100 mg/l Fats, oils and grease
< 5.5 pH
> 9.5 pH
150° F Temperature

The above limits apply at the point where the wastewater is discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. The District may impose mass limitations in addition to the concentration-based limitations above. Where a User is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.

C. The District may develop Best Management Practices (BMPs), by rule or in individual wastewater discharge permits, to implement Local Limits and the requirements of Section 2.1 of this Rule.

2.5 District's Right of Revision

The District reserves the right to establish, by Rule or in industrial wastewater discharge permits, more stringent standards or requirements on discharges to the POTW consistent with the purpose of this Rule.

2.6 Dilution

No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The District may impose mass limitations on Users which it believes may be using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

SECTION 3—PRETREATMENT OF WASTEWATER

3.1 Pretreatment Facilities

Users shall provide necessary wastewater treatment as necessary to comply with this Rule and shall achieve compliance with all applicable Pretreatment Standards, Local Limits, and the prohibitions set out in Section 2.1 of this Rule within the time limitations specified by the EPA, the State of Florida, or the District, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the District for review and shall be acceptable to the District before such facilities are constructed. The review of such plans and operating procedures will in no way relieve the User from the responsibility of modifying such facilities as necessary to produce discharge acceptable to the District under the provisions of this Rule.

3.2 Additional Pretreatment Measures

- A. Whenever deemed necessary, the District may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Rule.
- B. The District may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.
- C. Fats, Oils and Grease Compliance Monitoring Program
1. Grease, oil/sand and lint interceptors shall be provided when, in the opinion of the District, they are necessary for the proper handling of wastewater containing excessive amounts of grease, oil/sand, and lint, except that such interceptors shall not be required for residential users. All Interceptors construction shall be in accordance with the District's Minimum Construction Standards, Section 122 and shall meet all applicable standards in Chapter 64E-6, Florida Administrative Code and in compliance with the 2020 Florida Building Code Plumbing, Chapter 10 Traps, Interceptors and Separators, Section 1003.3.5. All interceptors must be approved by the District Engineer.
 - (a) Grease Interceptors shall be located outside the building with a minimum capacity of 750 gallons and shall be installed in series when multiple tanks are required and shall not be shared. All equipment and kitchen plumbing fixtures in any Food Service Establishment shall be connected to a common drain line which routes all wastewater flow through the grease interceptor, including but not limited to scullery sinks, pots and pan sinks, floor drains, pre-wash sinks, dishwashers, automatic hood wash units, indoor garbage can washes. Under the counter grease traps are not allowed under any circumstance.
 - (b) Oil/Sand Interceptors are required for all car washes and establishments with facilities for servicing vehicles/mechanical equipment. All plumbing (other than restrooms) from the area where repairs and maintenance are performed shall be connected to an oil/sand interceptor; this includes but is not limited to floor drains and hand wash sinks. Engine oil, transmission oil, coolant, solvents, additives, brake fluid or any other fluid collected in the process of servicing vehicles/mechanical equipment shall not be discharged into the interceptor or any other plumbing fixture; the handling and [disposal of these fluids shall be in compliance with the FDEP and District rules and regulations.](#)
 - (c) Lint Interceptors are required for all laundromats and establishments with a central laundry room with five (5) washing machines or more. Interceptors shall be equipped with a wire basket or similar device which is removable for cleaning and prevents the passage of solids ½" or larger in size, strings, rags, buttons or other materials detrimental to the wastewater facilities. Lint interceptors shall be sized based on the

following formula: Number of washers x 2 cycles per hour x 20 gallons per cycle flow rate x 2.0 hours retention time x 1.5 storage factor.

2. All interceptors shall be inspected on a semi-annual basis, at a minimum. Additionally, all interceptors will have a structural inspection performed by District staff on a 5-year basis pending no change in ownership or operational modifications. The structural inspection will require the interceptor to be pumped out, pressure washed and cleaned of all contents at the Owner's expense, in advance of the scheduled inspection date. If any facility that has a interceptor installed, submits for change of ownership or operation, then a structural inspection will be required (if not already completed within the past 6 months) as part of the District's review and approval process.
3. The maintenance of all interceptors shall be the sole responsibility of the Owner. Maintenance shall include the proper removal and disposal, by appropriate means, of the captured material and the maintenance of records of the dates and the means of disposal. All maintenance records shall be subject to review by the District. Any removal and hauling of the collected materials must be performed by a licensed waste disposal firm in accordance with Federal, State and local regulatory requirements.
 - (a) If inspection of the interceptor(s) performed by the District's Industrial Pretreatment Coordinator is found to be out of compliance and the User is notified by letter, the User shall have all deficiencies outlined in the notice of non-compliance letter corrected within thirty (30) days from the date of the letter and a copy of the invoice for all work completed must be submitted to the District's Industrial Pretreatment Coordinator for verification and recordkeeping purposes.
 - (b) Senate Bill 1110 (Grease Waste Removal and Disposal) requires grease waste haulers to dispose of grease waste, including grease waste from grease interceptors, traps and graywater, at registered disposal facilities and to document grease waste removal and disposal with a service manifest. The manifest shall provide a cradle to grave record of the production, transport and proper disposal of all interceptor contents.

Upon completion of grease removal, the *Originator* must;

- i. Sign the manifest verifying that the information is accurate and
- ii. Retain a copy of the service manifest onsite for a minimum of one year.

Upon completion of grease removal, the *Hauler* must;

- i. Document the removal and disposal of the grease waste in the service manifest
- ii. Verify the information is accurate with the Originator and the disposal facility operator and sign the service manifest.
- iii. Provide a copy of the signed service manifest to the Originator.
- iv. Sign the service manifest, verifying that the information is accurate.
- v. Provide the Originator and the county and municipality in which the Originator is located with a copy of the completed service manifest showing the signatures of the Originator, the Hauler and the disposal facility operator within 30 days after the date of the disposal

Upon completion of grease waste disposal, the disposal facility must;

- i. Sign the service manifest verifying that the information is accurate.
- (c) There are instances where food service establishments may not be required to provide a grease interceptor. In these instances, an Exemption from a grease interceptor may be issued by the District. In order to qualify for an Exemption, the following minimum criteria must be met:

- No food preparation on-site;
- The following equipment is prohibited from being on-site: oven, dishwasher, stove top, cooking surfaces/griddle, fryers, ranges, or any equipment used to cook food, including pre-cooked frozen food;
- Only pre-made food may be allowed to be heated on-site using the following equipment: toasters, microwaves or sandwich presses;
- Traditional and/or convection ovens which have a microwave feature, or which utilize microwaves to accelerate preparation times are not permitted;
- No reusable buffet serving basins used on-site;
- If serving food on-site, all food is served on disposable pre-packaging, paper or plastic plates using with disposable utensils, or in the pre-packaging it was brought on-site in.

If the above criteria cannot be met or if it is determined that after an Exemption has been issued by the District, the above criteria can no longer be met, then a District-approved grease interceptor must be installed. Failure to do so will result in a violation of this Rule, and may result in fines as well as outlined in Section 10.6 (Administrative Fines) of the Rule.

- D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter(s).
- E. When a property's discharge may be injurious to the District's systems or may violate the Rules of the District, the Owner of any property serviced by a building sewer carrying wastes shall, at the request of the District, install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such structures when required, shall be accessible and safely located and shall be constructed in accordance with plans approved by the District. The structure shall be installed by the Owner at the Owner's expense and shall be maintained by the Owner so as to be safe and accessible at all times.
- F. The District will have the right to require a User or an Owner to provide access for inspection of all services including making copies thereof, and to provide information needed to determine compliance with this Rule. These requirements may include:
- (1) Wastewaters discharge peak rate and volume over a specified time period;
 - (2) Chemical analyses of wastewaters;
 - (3) Information on raw materials, processes, and products affecting wastewater volume and quality;
 - (4) Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control;

- (5) A plot plan of sewers on the User's or Owner's property showing sewer and pretreatment facility locations;
- (6) Details of wastewater pretreatment facilities;
- (7) Details of systems to prevent and control the losses of materials through spills to any District sewer.

G. Per-and-Polyfluorinated Substances (PFAS)

1. PFAS compounds are used in industries such as aerospace, automotive, construction, and electronics. PFAS compounds are also applied in a variety of industrial, agricultural, military and commercial products, including firefighting foams, stain-or water-repellant, fabric coating and non-stick cookware. Henceforth, the District may require all IUs to sample their effluent for PFAS using the limits established for drinking water standards and as outlined under the health advisory level, provided by the Florida Health Department, as a not to exceed limit. The purpose of this is to ensure that the reclaimed water produced by the District for irrigation purposes, the biosolids produced from de-water sludge, and the disposal of wastewater by underground injection wells does not add additional contamination of PFAS compounds to the soil and/or groundwater with the primary objective of protecting public health and welfare.
2. Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA) are part of a group of chemicals called perfluoroalkyl substances (PFASs). These are a family of man-made compounds that do not occur naturally. They break down very slowly and may also get into drinking water wells. PFAS are found in the blood of people, animals and in the environment (groundwater, air, soil), as well as produce products, such as vegetables and fruits.
3. While there are currently no wastewater standards for PFAS, as of June 2022, EPA has set a health advisory (HA) level of 0.004 part per trillion (ppt) for PFOA and 0.02 part per trillion (ppt) for PFOS. The HA level is stipulated for combined concentrations of PFOS and PFOA. This level is set to be protective for both cancer and non-cancer effects over a lifetime. All discharges to the District's POTW shall be less than 150% of any defined regulatory limit and/or HA level for drinking water. Analytical analysis of PFAS samples shall be performed using EPA Method 1633.

H. Publicly Owned Water and/or Wastewater Treatment Byproduct Waste Limits

1. When deemed appropriate for the benefit of one or more publicly owned utility and their respective rate payers, and when it is determined to be in the best interest of public health and welfare and the environment, the District may elect to enter into an Interlocal Agreement with another publicly owned water and/or wastewater utility. When executing these types of agreements it is essential for the District to set numerical limits for specific constituents to ensure that the quality of the treated secondary effluent, irrigation quality (i.e., reclaimed) water and dewatered biosolids are relatively unaffected by the introduction and incorporation of any byproduct waste stream.

2. All byproduct waste streams to be received by the District from any publicly owned utility shall be less than or equal to the following numerical limits as measured on a monthly average basis.

Quantitative Criteria for Byproduct Waste Streams	
Parameter	Numerical Limit
TDS	2,000 mg/l
Chloride	272 mg/l
Calcium	588 mg/l
Magnesium	29 mg/l
Potassium	11 mg/l
Sodium	98 mg/l
Sulfate	600 mg/l
Ph	7.7

3.3 Dental Facilities that Remove or Place Amalgam Fillings

- A. All Owners and operators of dental facilities that remove or place amalgam fillings shall comply with the following reporting and waste management practices:
- (1) For dental facilities whose first discharge to the POTW occurred on or before January 16, 2020, the One-Time Compliance Report is due no later than October 12, 2020, or no later than 90 days after transfer of ownership.
 - (2) For dental facilities whose first discharge to the POTW occurred after January 16, 2020, the One-Time Compliance Report is due within 90 days of the start of discharge to the sewer collection system.
 - (3) No person shall rinse chairside traps, vacuum screens, or amalgam separators equipment in a sink or other connection to the sanitary sewer.
 - (4) Owners and operators of dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management and disposal of mercury-containing material and fixer-containing solutions and shall maintain training records that shall be available for inspection by the District during normal business hours.
 - (5) Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
 - (6) Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.
 - (7) The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.
- B. All Owners and operators of dental vacuum suction systems, except as set forth in subsections (C) and (D) of this Section, shall comply with the following:
- (1) An ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator or equivalent device shall be installed for each dental vacuum suction system on or before July 14, 2020; provided, however, that all dental facilities that are newly constructed on and after the effective date of this Rule shall include an installed ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator device. The installed

device must be ISO 11143 or ANSI/ADA Standard No. 108 certified as capable of removing a minimum of 95 percent of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified.

- (2) Proof of certification and installation records shall be submitted to the District within 30 days of installation.
- (3) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request therefor by the District during normal business hours. Records shall be maintained for a minimum of three years.

C. Facilities with vacuum suction systems that meet all the following conditions may apply to the District for an exemption to the requirements of subsection (B) of this Section:

- (1) The system is a dry vacuum pump system with an air-water separator.
- (2) The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
- (3) Evidence of regular pump outs by a licensed hauler (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and available for audit by the District during normal business hours.
- (4) The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

An Owner or operator whose facility meets conditions (1) through (4) may apply for this exemption by written letter to the District. The District will review the system and, if the exemption is approved, shall provide a written letter of exemption. An exemption obtained pursuant to this subsection (C) shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with subsection (B) of this Section before commencing further operation.

D. Dental dischargers that exclusively practice one or more of the following specialties are not subject to the requirements of this Section: (1) Orthodontics; (2) Periodontics; (3) Oral and maxillofacial surgery; (4) Radiology; (5) Oral pathology or oral medicine; (6) Endodontistry and prosthodontistry.

E. Dental practices that do not place dental amalgam, and do not remove amalgam except in limited emergency or unplanned, unanticipated circumstances, are exempt from the requirements of this part, provided the dental practice:

- (1) Submits the following statement to the District, signed by a responsible corporate officer, general partner, proprietor, or a duly authorized representative by the applicable compliance deadline identified in Section 3.3A:

“This facility is a dental discharger subject to this rule and does not place or remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances. I am a responsible corporate officer, a general partner or proprietor (if the facility is a partnership or sole proprietorship), or a duly

authorized representative in accordance with the requirements of § 403.12(l) of the above named dental facility, and certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

- (2) Removes dental amalgam for limited emergency or unplanned, unanticipated circumstances, less than 48 times per year and as no more than 5% of dental procedures; and
- (3) The dental practice notifies the District of any changes affecting the applicability of this certification.

F. Disposal of hauled wastewater from dental facilities to the sanitary sewer must be in accordance with Section 2 General Sewer Use Requirements and Section 3.5 Hauled Wastewater and may be subject to industrial Pretreatment Requirements.

G. Dental dischargers that fail to comply with this Section will be considered a SIU, and will be subject to the requirements herein, including Section 6 Reporting Requirements, Section 7 Compliance Monitoring, Section 10 Administrative Enforcement Remedies, and/or Section 11 Judicial Enforcement Remedies.

3.4 Accidental Discharge / Slug Discharge Control Plans

The District shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action plan to control Slug Discharges. The District may require an SIU to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the District may develop such a plan for any SIU. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- A. Description of discharge practices, including non-routine batch discharges;
- B. Description of stored chemicals;
- C. Procedures for immediately notifying the District of any accidental or Slug Discharge, as required by Section 4.5 of this Rule; and
- D. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

3.5 Hauled Wastewater

Hauled industrial waste may not be introduced to the POTW.

Septic tank waste may be introduced into the POTW only at a designated receiving structure within the treatment plant area, and at such times as are established by the District. Such wastes shall not violate Section 2 of this Rule or any other requirements established or adopted by the District. Discharge permits for individual vehicles to use such facilities are required and shall be issued by the Plant Manager.

- A. Septic tank waste haulers may only discharge loads at locations specifically designated by the District. No load may be discharged without prior consent of the Plant Manager. The on-duty Operator shall collect samples of each hauled load to ensure compliance with applicable pretreatment standards. The District may require the hauler to provide a waste analysis of any load prior to discharge.
- B. Septic tank waste haulers will be provided, by the Plant Manager, with a waste tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, sources of waste, and volume and characteristics of waste.
- C. Fees for dumping hauled wastes are established as part of the District's Rule Chapter 31-10 Schedule of Rates, Fees, and Charges for the Users of the Regional Wastewater System.

SECTION 4 – INDIVIDUAL WASTEWATER DISCHARGE PERMITS

4.1 Wastewater Analysis

When requested by the District, a User must submit information on the nature and characteristics of its wastewater within 30 days of the request. The Plant Manager is authorized to prepare a form for this purpose and may periodically require Users to update this information.

4.2 Individual Wastewater Discharge Permit Requirement

- A. No Significant Industrial User shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit from the District, except that a Significant Industrial User that has filed a timely application pursuant to Section 4.3 of this Rule may continue to discharge for the time period specified therein.
- B. The District may require other Users, including liquid waste haulers, to obtain individual wastewater discharge permits as necessary to carry out the purposes of this Rule.
- C. Any violation of the terms and conditions of an individual wastewater discharge permit shall be deemed a violation of this Rule and subjects the wastewater discharge permittee to the sanctions set out in Sections 10 through 12 of this Rule which are enforced in accordance with the procedures outlined in the District's Enforcement Response Plan (ERP). Obtaining an individual wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.

4.3 Individual Wastewater Discharge Permitting: Existing Connections

Any User required to obtain an individual wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this Rule and that wishes to continue such discharges in the

future shall, within forty-five (45) days after notification by the District, submit a permit application to the District in accordance with Section 4.5 of this Rule and shall not cause or allow discharges to the POTW to continue after ninety (90) days after the effective date of this Rule except in accordance with an individual wastewater discharge permit issued by the District.

4.4 Individual Wastewater Discharge Permitting: New Connections

Any User required to obtain an individual wastewater discharge permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit, in accordance with Section 4.5 of this Rule, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

4.5 Individual Wastewater Discharge Permit Application Contents

- A. All Users required to obtain an individual wastewater discharge permit must submit a permit application. The District uses the State of Florida, Individual Industrial User Survey Application, from its Pretreatment Guidance Manual as a permit application. Categorical Users submitting the following information shall have complied with Rule 62-625.600(1), F.A.C. The District may require Users to submit all or some of the following information as part of a permit application:
- (1) Identifying Information.
 - a. The name and address of the facility, including the name of the operator and Owner.
 - b. Contact information, description of activities, facilities, and plant production processes on the premises;
 - (2) Environmental Permits. A list of any environmental control permits held by or for the facility.
 - (3) Description of Operations.
 - a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
 - b. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
 - c. Number and type of employees, hours of operation, and proposed or actual hours of operation;
 - d. Type and amount of raw materials processed (average and maximum per day);
 - e. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
 - (4) Time and duration of discharges;
 - (5) The location for monitoring all wastes covered by the permit;
 - (6) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other

streams, as necessary, to allow use of the combined wastestream formula set out in Section 2.2C of this Rule (and Rule 62-625.410(6), F.A.C.).

(7) Measurement of Pollutants.

- a. The categorical pretreatment standards applicable to each regulated process and any new categorically regulated processes for existing sources.
- b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the District, of regulated pollutants in the discharge from each regulated process.
- c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
- d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 6.10 of this Rule. Where the Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User shall submit documentation as required by the District or the applicable Standards to determine compliance with the Standard.
- e. Sampling must be performed in accordance with procedures set out in Section 6.11 of this Rule.

(8) If appropriate, Users shall submit a request for a monitoring waiver (or a renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 6.4 B of this Rule [and Rule 62-625.600(4)(c)1, F.A.C.].

(9) Any other information as may be deemed necessary by the District to evaluate the permit application.

B. Incomplete or inaccurate applications will not be processed and will be returned to the applicant for revision.

4.6 Application Signatories and Certifications

A. All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement in Section 6.15 A of this Rule.

B. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the District prior to or together with any reports to be signed by an Authorized Representative.

C. A facility determined to be a Non-Significant Categorical Industrial User by the District pursuant to Section 1.4 (40) of this Rule must annually submit the signed certification statement in Section 6.15 B of this Rule [Note: See Rule 62-625.200(25)(c), F.A.C.].

4.7 Individual Wastewater Discharge Permit Decisions

The District will evaluate the data furnished by the User and may require additional information. Within forty-five (45) days of receipt of a complete individual wastewater discharge permit application, the District will determine whether or not to issue a discharge permit. The District may deny any application for any individual wastewater discharge permit.

SECTION 5—INDIVIDUAL WASTEWATER DISCHARGE PERMIT ISSUANCE

5.1 Individual Wastewater Discharge Permit Duration

An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the District. Each individual wastewater discharge permit will indicate a specific date upon which it will be effective as well as the date it will expire.

5.2 Individual Wastewater Discharge Permit Contents

An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the District to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate biosolids management and disposal, and protect against damage to the POTW.

A. Industrial wastewater discharge permits must contain:

- (1) A statement that indicates the wastewater discharge permit issuance date, effective date, and expiration date (in no case more than 5 years);
- (2) A statement that the wastewater discharge permit is non-transferable without prior notification to the District in accordance with Section 5.5 of this Rule, and provisions for furnishing the new Owner or operator with a copy of the existing wastewater discharge permit;
- (3) Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
- (4) Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on the applicable general pretreatment standards in Sections 2.4 and 6.12 of this Rule and Rule 62-625.500(2)(a)(2)(d), F.A.C., categorical pretreatment standards, local limits, and State and Local laws and;
- (5) The process for seeking a waiver from monitoring for a pollutant neither present nor expected to be present in the Discharge in accordance with Section 6.4B of this Rule.
- (6) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- (7) Requirements to control Slug Discharge, if determined by the District to be necessary.
- (8) Any grant of the monitoring waiver by the District must be included as a condition in the User's permit (Section 6.4B of this Rule).

B. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

- (3) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;
- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
- (5) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
- (7) A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and
- (8) Other conditions as deemed appropriate by the District to ensure compliance with this Rule, and State and Federal laws, rules, and regulations.

5.3 Individual Wastewater Discharge Permit Appeals

Any person wishing to appeal a decision of the District may do so to the District's Governing Board.

5.4 Individual Wastewater Discharge Permit Modification

User requests for permit modifications shall be made in writing and include the facts or reasons which support the request. When modifying a permit, the District shall allow a reasonable time frame for the User to comply with the new or changed conditions if the User cannot meet them at the time of modification and if permitted by law. If the new or changed conditions are the result of new or changed pretreatment regulations, those regulations will stipulate the compliance period. The filing of a request by the permittee for an industrial wastewater discharge permit modification does not stay any wastewater discharge permit condition.

The District may modify an individual wastewater discharge permit for good cause including, but not limited to, the following:

- A. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;
- B. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- D. Information indicating that the permitted discharge poses a threat to the District's POTW, personnel, beneficial reuse of biosolids or reclaimed water, or the receiving waters;
- E. Violation of any terms or conditions of the individual wastewater discharge permit;
- F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report;
- G. Revision of or a grant of variance from categorical pretreatment standards pursuant to Rule 62-625.700, F.A.C.;
- H. To correct typographical or other errors in the wastewater discharge permit;

- I. To reflect a transfer of the facility ownership and/or operation to a new Owner or operator where requested in accordance with Section 5.5 of this Rule; or
- J. Upon request of the permittee, provided such request does not create a violation of any applicable requirements, standards, laws, or rules and regulations.

5.5 Individual Wastewater Discharge Permit Transfer

Wastewater discharge permits may be reassigned or transferred to a new Owner and/or operator only if the permittee gives at least ninety (90) days advance notice to the District and the District approves the individual wastewater discharge permit transfer. The notice to the District must include a written certification by the new Owner and/or operator which:

- A. States that the new Owner and/or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Acknowledges full responsibility for complying with the existing individual wastewater discharge permit and all requirements therein.

Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer.

5.6 Individual Wastewater Discharge Permit Revocation

The District may revoke an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. Failure to provide prior notification to the District of changed conditions pursuant to Section 6.6 of this Rule;
- B. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- C. Falsifying self-monitoring reports;
- D. Tampering with monitoring equipment;
- E. Refusing to allow the District timely access to the facility premises and records;
- F. Failure to meet effluent limitations;
- G. Failure to pay fines;
- H. Failure to pay sewer charges;
- I. Failure to meet compliance schedules;
- J. Failure to complete a wastewater survey or the wastewater discharge permit application;
- K. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or;
- L. Violation of any Pretreatment Standard or Requirement, or any terms of the individual wastewater discharge permit or this Rule.

5.7 Individual Wastewater Discharge Permit Reissuance

A User with an expiring individual wastewater discharge permit shall apply for an individual wastewater discharge permit reissuance by submitting a completed individual wastewater discharge permit

application, in accordance with Section 4.5 of this Rule, a minimum of ninety (90) days prior to the expiration of the User's existing individual wastewater discharge permit.

5.8 Regulation of Waste Received from Other Jurisdictions

The District must ensure that discharges received from entities outside its jurisdictional boundaries are regulated to the same extent as are discharges from within its jurisdictional boundaries.

- A. If another Special District or Municipality, or User located within another Special District or Municipality, contributes wastewater to the POTW, the District Governing Board shall authorize execution of an interlocal agreement with the contributing Special District or Municipality.
- B. Prior to entering into an agreement required by Section 5.8 A. of this Rule, the District shall request the following information from the contributing Special District or Municipality:
 - (1) A description of the quality and volume of wastewater discharged to the POTW by the contributing Special District or Municipality;
 - (2) An inventory of all Users located within the contributing Special District or Municipality that are discharging to the POTW; and
 - (3) Such other information as the District may deem necessary.
- C. An interlocal agreement, as required by Section 5.8 A. of this Rule, shall contain the following conditions:
 - (1) A requirement for the contributing Special District or Municipality to adopt a sewer use ordinance which is at least as stringent as this Rule and Local Limits, including required Baseline Monitoring Reports (BMRs) which are at least as stringent as those set out in Section 2.4 of this Rule. The requirement shall specify that such ordinance and limits must be revised as necessary to reflect changes made to the District's Rule or Local Limits;
 - (2) A requirement for the contributing Special District or Municipality to submit a revised User inventory on at least an annual basis;
 - (3) A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing Special District or Municipality; which of these activities will be conducted by the District; and which of these activities will be conducted jointly by the contributing Special District or Municipality and the District;
 - (4) A requirement for the contributing Special District or Municipality to provide the District with access to all information that the contributing Special District or Municipality obtains as part of its pretreatment activities;
 - (5) Limits on the nature, quality, and volume of the contributing Special District or Municipality's wastewater at the point where it discharges to the POTW;
 - (6) Requirements for monitoring the contributing Special District or Municipality's discharge;
 - (7) A provision ensuring the District access to the facilities of Users located within the contributing Special District or municipality's jurisdictional boundaries for the

- purpose of inspection, sampling, and any other duties deemed necessary by the District; and
- (8) A provision specifying remedies available for breach of the terms of the interlocal agreement.

Nothing in this Section shall impair existing Interlocal Agreements.

SECTION 6 - REPORTING REQUIREMENTS

6.1 Baseline Monitoring Reports

Users that become subject to new or revised categorical Pretreatment Standards are required to comply with following reporting requirements even if they have been designated as Non-Significant Categorical Industrial Users.

- A. Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under Rule 62-625.410(2)(d), F.A.C., whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the District, a report which contains the information listed in Section 6.1 B. of this Rule, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the District a report which contains the information listed in Section 6.1 B. of this Rule below. Each New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. Each New Source shall give estimates of the information requested in Section 6.1 B. (below) of this Rule.
- B. Users described above shall submit the information set forth below.
- (1) All information required in Section 4.5A (1) (a), Section 4.5A (2), Section 4.5A (3) (a), and Section 4.5A (6) of this Rule.
 - (2) Measurement of pollutants.
 - a. The User shall provide the information required in Section 4.5 A (7) (a) through (e) of this Rule.
 - b. The User shall take a minimum of four (4) representative samples to compile the data necessary to comply with the requirements of this paragraph.
 - c. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream of the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the User shall measure the flows and concentrations necessary to allow the use of the combined wastestream formula in Rule 62-625.410(6), F.A.C. to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with Rule 62-625.410(6), F.A.C. this adjusted limit along with supporting data shall be submitted to the District;
 - d. Sampling and analysis shall be performed in accordance with Sections 6.11 and 6.12 of this Rule;
 - e. The District may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

- f. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- (3) Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Section 1.4(7) of this Rule and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- (4) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 6.2 of this Rule.
- (5) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 6.15(A) of this Rule and signed by an Authorized Representative of the User as defined in Section 1.4(7) of this Rule.

6.2 Compliance Schedule Progress Reports

The following conditions shall apply to the compliance schedule required by Section 6.1(B)(4) of this Rule.

- A. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
- B. No progress increment referred to in Section 6.2 (A) of this Rule shall exceed nine (9) months.
- C. The User shall submit a progress report to the District no later than fourteen (14) days following each progress milestone date in the schedule and the final date for compliance, including, as a minimum, whether or not it complied with the increment of progress, the reason for delay, and, if appropriate, the steps being taken by the User to return to the established schedule.
- D. In no event shall more than nine (9) months elapse between such progress reports.

6.3 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such pretreatment standards and requirements shall submit to the District, a report containing the information described in Sections 4.5 and 6.1(B)(2) of this Rule.

For Users subject to equivalent mass or concentration limits established in accordance with the procedures in Sections 4.5 and 6.1(B)(2) of this Rule, this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical pretreatment standards

expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 6.15(A) of this Rule. All sampling will be done in conformance with Section 6.12 of this Rule.

6.4 Periodic Compliance Reports for Categorical Industrial Users

All SIUs are required to submit periodic compliance reports even if they have been designated a Non-Significant Categorical Industrial User (NSCIU).

- A. Any CIU, except an NSCIU, after the compliance date of such pretreatment standard, or, in the case of a new source, after the commencement of the discharge into the POTW, shall submit to the District during the months of June and December, annually, unless required more frequently in the pretreatment standard or by the District in accordance with Section 6.4 D of this Rule, a report indicating the nature and concentration of pollutants in the effluent which are limited by such categorical pretreatment standards. In addition, this report shall include a record of measured or estimated average and maximum daily flows for the reporting period for the discharge reported. In cases where the pretreatment standard requires compliance with a best management practice (BMP) or pollution prevention alternative, the Industrial User (IU) shall submit documentation required by the District or the pretreatment standard necessary to determine the compliance status of the IU. The IU may request submission of this report in months other than June and December, if based on such factors as local high or low flow rates, holidays, or budget cycles, the alternate dates more accurately represent actual operating conditions.
- B. The District may authorize a CIU to waive sampling of a pollutant regulated by a categorical pretreatment standard if the CIU demonstrates the following through sampling and other technical factors:
 - (1) The pollutant is neither present nor expected to be present in the discharge, or the pollutant is present only at background levels from intake water and without any increase in the pollutant due to activities of the CIU; and
 - (2) The pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical standard and otherwise includes no process wastewater.
- C. This authorization of the monitoring waiver is subject to the following conditions and does not supersede certification processes and requirements established in categorical pretreatment standards, except as specified in the categorical pretreatment standard:
 - (1) The monitoring waiver is valid only for the duration for the effective period of the individual wastewater discharge permit, but in no case longer than five (5) years. The CIU must submit a new request for the waiver before the waiver can be granted for each subsequent wastewater discharge permit.
 - (2) In making a demonstration that a pollutant is not present, the CIU must provide data from at least four (4) samplings of the facility's process wastewater prior to any treatment present at the facility that is representative of all wastewater from all processes. Non-detectable sample results may only be used as a demonstration that a pollutant is not present if FDEP's approved method from Rule 62-4.246, F.A.C., with the lowest method detection limit (MDL) for that pollutant was used in the analysis;
 - (3) The request for a monitoring waiver must be signed in accordance with Section 1.4(7) and include the certification statement in Section 6.15A of this Rule.

- (4) The authorization must be included as a condition in the CIU's permit. The reasons supporting the waiver and any information submitted by the CIU in its request for the waiver must be maintained by the District for three (3) years after expiration of the waiver.
 - (5) Upon approval of the monitoring waiver and revision of the CIU's individual wastewater discharge permit by the District, the CIU must certify each report with the statement in Section 6.15(C) of this Rule.
 - (6) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the CIU's operations, the CIU must immediately notify the District and comply with the monitoring requirements of Section 6.4A of this Rule or other more frequent monitoring requirements imposed by the District.
- D. All periodic compliance reports must be signed and certified in accordance with Section 6.15A of this Rule and signed by an authorized representative of the user as defined in Section 1.4(7) of this Rule.
 - E. Sampling and analysis shall be performed in accordance with Sections 6.11 and 6.12 of this Rule.
 - F. For this report, the IU will be required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and pretreatment requirements.
 - G. If a User subject to the reporting requirement in this Section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the District, using the procedures prescribed in Section 6.12 of this Rule, the results of this monitoring shall be included in the report.

6.5 Periodic Compliance Reports for Industrial Users Not Subject to Categorical Pretreatment Standards

- A. Industrial users with discharges that are not subject to categorical pretreatment standards shall submit to the District during the months of June and December annually, unless required more frequently in the pretreatment standard or by the District in accordance with Section 6.4 of this Rule, a report indicating the nature and concentration of pollutants in the effluent which are limited by such categorical pretreatment standards. In addition, this report shall include a record of measured or estimated average and maximum daily flows for the reporting period for the discharge reported in Section 6.1 B(2) of this Rule. In cases where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the IU shall submit documentation required by the District or the pretreatment standard necessary to determine the compliance status of the IU. The IU may request submission of this report in months other than June and December, if based on such factors as local high or low flow rates, holidays, or budget cycles, the alternate dates more accurately represent actual operating conditions.
- B. All periodic compliance reports must be certified in accordance with Section 6.15 A of this Rule and signed by an authorized representative of the user as defined in Section 1.4(7) of this Rule.
- C. Sampling and analysis shall be performed in accordance with Sections 6.11 and 6.12 of this Rule.
- D. For this report, the IU will be required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

- E. If an IU subject to the reporting requirement in this Section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the District, using the procedures prescribed in Section 6.12 of this Rule, the results of this monitoring shall be included in the report.

6.6 Reports of Changed Conditions

Each User must notify the District of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least thirty (30) days before the change (Rule 62-625.600(9), F.A.C.).

- A. The District may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 4.5 of this Rule.
- B. The District may issue an individual wastewater discharge permit under Section 5.7 (Individual Wastewater Discharge Permit Reissuance) of this Rule or modify an existing wastewater discharge permit under Section 5.4 (Individual Wastewater Discharge Permit Modification) of this Rule in response to changed conditions or anticipated changed conditions.
- C. Users are not permitted to implement any changes to their operations and/or system(s) which would alter the nature, quality or volume of the wastewater to be discharged to the POTW without prior written approval from the District to do so.

6.7 Reports of Potential Problems

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the District of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- B. Within five (5) days following such discharge, the User shall, unless waived by the District, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this Rule.
- C. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in Section 6.7 A. of this Rule, above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.
- D. All Users are required to notify the District immediately of any changes at its facility affecting the potential for a Slug Discharge.

6.8 Reports from Unpermitted Users

All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the District as the District may require.

6.9 Notice of Violation/Repeat Sampling and Reporting

If sampling performed by a User indicates a violation, the User shall notify the District within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the District within thirty (30) days after becoming aware of the violation. Where the District has performed the sampling and analysis in lieu of the User, the District will perform the repeat sampling and analysis unless the User is notified and required to perform the repeat analysis. Re-sampling is not required if the District performs sampling at the Industrial User at a frequency of at least once per month, or the District performs sampling at the User's sampling location between the time when the initial sampling was conducted and the time when the User or the District receives the results of this sampling.

6.10 Notification of the Discharge of Hazardous Waste

- A. Discharge of hazardous waste, as defined in rules published by the State of Florida or in Chapter 62-730, F.A.C., to the POTW is prohibited. The discharge of hazardous waste to the POTW shall be considered a violation of this rule.
- B. Users shall notify the District and FDEP's hazardous waste and pretreatment authorities in writing of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the IU: (1) An identification of the hazardous constituents contained in the wastes, (2) An estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and (3) An estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. Users shall provide notification no later than thirty (30) days after the discharge of the listed or characteristic hazardous waste. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted under Section 6.6 (Reports of Changed Conditions) of this Rule. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections 6.1, 6.3 and 6.4 of this Rule.
- C. In the case of any new FDEP regulations identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the IU must notify the District and the FDEP's hazardous waste and pretreatment authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
- D. In the case of any notification made under this Section, the IU shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- E. This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this Rule, a permit issued thereunder, or any applicable Federal or State law.

6.11 Analytical Requirements

Analytical tests shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, as of August 28, 2017, hereby adopted and incorporated by reference. If a test for a specific component is not listed in 40 CFR Part 136, or if the test procedure has been determined to be inappropriate for the analyte in question (e.g., insufficient sensitivity) the laboratory, with the approval of the IU and the District, shall identify and propose a method for use in accordance with Rules 62-160.300 and 62-160.330, F.A.C. If a sampling procedure is not available or none of the approved procedures are appropriate for collecting the samples, the sampling organization, with the approval of the IU and the District, shall identify and propose a method for use in accordance with Rule 62-160.220, F.A.C.

6.12 Sample Collection

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate quarterly sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the quarterly reporting period.

- A. Except in the case of NSCIUs, the reports required in Sections 6.1, 6.3, 6.4, and 6.5 of this Rule shall contain the results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where requested by the District, of pollutants contained therein which are limited by the applicable pretreatment standards. This sampling and analysis may be performed by the District in lieu of the IU. Where the District performs the required sampling and analysis in lieu of the IU, the IU is not required to submit the compliance certification required in Sections 6.1, 6.3, 6.4 and 6.5 of this Rule. In addition, where the District collects all the information required for the report, including flow data, the IU is not required to submit the report. All laboratory analytical reports prepared by the IU or the District shall comply with Rule 62-160.340, F.A.C.
- B. The reports required in Sections 6.1, 6.3, 6.4 and 6.5 of this Rule shall be based upon data obtained through sampling and analysis performed during the period covered by the report. These data shall be representative of conditions occurring during the reporting period. The District will indicate the frequency of monitoring necessary to assess and assure compliance by the IU with applicable Pretreatment Standards and Requirements.
- C. For all sampling required by this ordinance, grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the District. Where time-proportional composite sampling or grab sampling is authorized by the District, the sample must be representative of the discharge and the decision to allow the alternative sampling will be documented in the IU's file. Using protocols (including appropriate preservation) specified in Chapter 62-160, F.A.C., and DEP-SOP-001/01, multiple grabs collected during a 24-hour period may be composited prior to analysis as follows:
 - (1) Samples for cyanide, total phenols, and sulfides may be composited in the laboratory or in the field;
 - (2) Samples for volatile organics and oil and grease may be composited in the laboratory; and

- (3) Composite samples for other parameters unaffected by the compositing procedures as allowed in FDEP's approved sampling procedures and laboratory methodologies may be authorized by the District, as appropriate.
- D. Oil and grease samples shall be collected in accordance with Section 6.12 C of this Rule above, unless the sampling location or point cannot be physically accessed to perform a direct collection of a grab sample. In these instances, the sample shall be pumped from the sampling location or point into the sample container using a peristaltic-type pump. All pump tubing used for sample collection must be new or pre-cleaned and must be changed between sample containers and sample points. The pump tubing shall not be pre-rinsed or flushed with sample prior to collecting the sample. The report of analysis shall indicate that a peristaltic pump was used to collect the oil and grease sample. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- E. Sampling required in support of baseline monitoring reporting and 90-day compliance reporting required in Section 6.1 and 6.2 of this Rule shall be conducted as follows:
- (1) For Users where historical sampling does not exist, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds.
 - (2) For Users where historical sampling data is available, the District may authorize a reduced sample quantity.

6.13 Date of Receipt of Reports

Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report by the District shall govern.

6.14 Record Keeping

- A. Any IU subject to the reporting requirements of this ordinance shall:
- (1) Maintain records of all information resulting from any monitoring activities required by this ordinance, including documentation associated with BMPs. All sampling and analysis activities shall be subject to the record-keeping requirements specified in Chapter 62-160, F.A.C.; and
 - (2) Maintain for a minimum of three (3) years all records of monitoring results (whether or not such monitoring activities are required by this ordinance), including documentation associated with BMPs and shall make such records available for inspection and copying by the District and FDEP. This period of retention shall be extended during the course of any unresolved litigation regarding the IU or the District, where the IU has been specifically notified of a longer retention period by the District.
- B. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

6.15 Certification Statement

A. Certification of Permit Applications, User Reports and Initial Monitoring Waiver—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 4.6 of this Rule; Users submitting baseline monitoring reports under Section 6.1 [Note: See Rule 62-625.600(1)(a) F.A.C.]; Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under Section 6.3 of this Rule [Note: See Rule 62-625.600(3) F.A.C.]; Users submitting periodic compliance reports required by Section 6.4 A–D of this Rule [Note: See Rule 62-625.600(4) and (7) F.A.C.], and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 6.4C(3) of this Rule [Note: See Rule 62-625.600(4)(c)(2) F.A.C.]. The following certification statement must be signed by an Authorized Representative as defined in Section 1.4(7) of this Rule:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

B. Annual Certification for Non-Significant Categorical Industrial Users (NSCIU) - A facility determined to be a NSCIU by the District, pursuant to Section 1.4(40) and Section 4.6C of this Rule, must annually submit the following certification statement signed in accordance with the signatory requirements in Section 1.4(7) of this Rule. This certification must accompany an alternative report required by the District:

Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR ____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (a) The facility described as _____ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in Section 1.4(40) of this Rule.*
- (b) The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and (c) the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.*

This compliance certification is based on the following information.

C. Certification of Pollutants Not Present

Users that have an approved monitoring waiver based on Section 6.4 B of this Rule must certify on each report with the following statement that there has been no increase in the pollutant in its wastestream due to activities of the User.

Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR _____ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of _____ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report under Section 6.4.A of this Rule.

SECTION 7 - COMPLIANCE MONITORING

7.1 Right of Entry: Inspection and Sampling

The District shall have the right to enter the premises of any User to verify whether the User is complying with all requirements of this Rule and any individual wastewater discharge permit or order issued hereunder. Users shall allow District personnel ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its site security personnel so that, upon presentation of suitable identification, District personnel shall be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. District personnel shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- C. The District may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications and approved by the District. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the District and shall not be replaced. The costs of clearing such access shall be borne by the User.
- E. Unreasonable delays in allowing District personnel access to the User's premises shall be a violation of this Rule.

7.2 Search Warrants

The District may seek issuance of a search warrant(s) from any court of competent jurisdiction for any of the following reasons:

- A. Refusal of access to a building, structure or property or any part thereof.
- B. If the District is able to demonstrate probable cause to believe that there may be a violation of this Rule.
- C. If there is a need to inspect and sample as part of a routine inspection and sampling program of the District.
- D. To protect public health, safety and welfare within the District.

SECTION 8 - CONFIDENTIAL INFORMATION

In accordance with Chapter 119, F.S., all information, documents, and data submitted to the District are considered to be public information, and as such shall be available to the public. However, in accordance with Section 403.111, F.S., any information submitted to the District in accordance with this Rule may be claimed as confidential by the submitter. Any such claim must be asserted at the time of submission in the manner prescribed on the application form or instructions, or, in the case of other submissions, by stamping the words "confidential business information" on each page containing such information. If no claim is made at the time of submission, the District shall make the information available to the public without further notice. If a claim is asserted, the information will be treated in accordance with the procedures in Section 403.111, F.S. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

SECTION 9 - PUBLICATION OF USERS IN SIGNIFICANT NON-COMPLIANCE

The District shall publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the District, a list of the Users which, during the previous twelve (12) months, were in Significant Noncompliance with applicable Pretreatment Standards and Requirements. The term Significant Noncompliance shall be applicable to all Significant Industrial Users (SIU) or any other Industrial User that violates one (1) or more of the following criteria:

- A. Chronic violations of wastewater discharge limits defined here as those in which sixty six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 2.4 of this Rule;
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, multiplied by the applicable TRC (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- C. Any other violation of a Pretreatment Standard or Requirement (Daily Maximum, Long Term Average, Instantaneous Limit, or Narrative Standard) that the District determines has caused, alone or in combination with other discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public);
- D. Any discharge that has resulted in the District's exercise of its emergency authority to halt or prevent such a discharge;
- E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide, within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report noncompliance; or

H. Any other violation(s), which may include a violation of Best Management Practices, which the District determines will adversely affect the operation or implementation of the local pretreatment program.

SECTION 10 - ADMINISTRATIVE ENFORCEMENT REMEDIES

10.1 Notification of Violation

When the District finds that a User has violated, or continues to violate, any provision of this Rule, an individual wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the District may serve upon that User a written Notice of Violation. Within ten (10) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the District. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the District to take any action, including emergency actions or any other enforcement action, prior to issuing a Notice of Violation.

10.2 Consent Orders

The District may enter into Consent Orders or other similar documents establishing an agreement with any User responsible for non-compliance. Such documents shall include specific action to be taken by the User to correct the non-compliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 10.4 and 10.5 of this Rule and shall be judicially enforceable.

10.3 Show Cause Hearing

The District may order, via a certified letter or registered mail, a User which has violated or continues to violate any provision of this Rule, an individual wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the District and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.

10.4 Compliance Orders

When the District finds that a User has violated, or continues to violate any provision of this Rule, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the District may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time specified in the order, sewer service may be discontinued unless adequate treatment facilities,

devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the non-compliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established by a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

10.5 Cease and Desist Orders

When the District finds that a User has violated, or continues to violate, any provision of this Rule, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the District may issue an order to the User directing it to cease and desist all such violations and directing the User to:

- A. Immediately comply with all requirements; and
- B. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

10.6 Administrative Fines

- A. When the District finds that a User has violated or continues to violate any provision of this Rule, an industrial wastewater discharge permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the District may fine such User in at least the amount of one-thousand dollars (\$1,000) a day for each violation. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long term average discharge limits, fines shall be assessed for each day during the period of violation. The District may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
- B. Unpaid charges, fines, and penalties shall, after ninety (90) calendar days, be assessed an additional penalty of two percent (2%) of the unpaid balance, and interest shall accrue thereafter at a rate of one and one-half percent (1.5%) per month. A lien against the User's property will be sought for unpaid charges, fines, and penalties.
- C. Users desiring to dispute such fines must file a written request for the District to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. Where a request has merit, the District shall convene a hearing on the matter within forty-five (45) days of receiving the request from the User. In the event the User's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the User. The District will also return any costs previously added to the fine which were assessed to cover the District's cost of preparing administrative enforcement actions.
- D. Issuance of an administrative fine shall not be a bar against, or be a prerequisite for, taking any other action against the User.

10.7 Emergency Suspensions

The District may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The District may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW or which presents, or may present, an endangerment to the environment.

- A. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the District shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The District shall allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the District that the period of endangerment has passed, unless the termination proceedings in Section 10.8 of this Rule are initiated against the User.
- B. A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the District prior to the date of any show cause or termination hearing under Sections 10.3 and 10.8 of this Rule.

Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Rule.

10.8 Termination of Discharge (Non-Emergency)

In addition to the provisions in Section 5.6 of this Rule, any User that violates any of the following conditions is subject to discharge termination:

- A. Violation of individual wastewater discharge permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
- D. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring or sampling; or
- E. Violation of the Pretreatment Standards defined in Section 2 of this Rule.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 10.3 of this Rule why the proposed action should not be taken. Exercise of this option by the District shall not be a bar to, or a prerequisite for, taking any other action against the User.

SECTION 11 - JUDICIAL ENFORCEMENT REMEDIES

11.1 Injunctive Relief

When the District finds that a User has violated, or continues to violate, any provision of this Rule, an industrial wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or Requirement, the District may seek injunctive, civil and criminal remedies in at least the amount of one thousand dollars (\$1,000.00) a day for each violation in the court(s) of applicable jurisdiction. The

District may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.

11.2 Civil Penalties

The District may seek civil penalties against a User by the appropriate State attorney with jurisdiction.

- A. A User which has violated or continues to violate any provision of this Rule, an industrial wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the District for a maximum civil penalty of not less than \$1,000.00 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The District may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the District.
- C. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

11.3 Criminal Prosecution

The District may seek criminal prosecution of Users by the appropriate State attorney with jurisdiction.

- A. A User which has willfully or negligently violated any provision of this Rule, an industrial wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not less than one-thousand dollars (\$1,000) per day, or imprisonment in accordance with State sentencing guidelines, or both.
- B. A User which has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least one-thousand dollars (\$1,000) per violation per day and/or be subject to imprisonment in accordance with State sentencing guidelines, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under law.
- C. A User which knowingly makes false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Rule, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this Rule shall, upon conviction, be punished by a fine of not less than \$1,000 per violation per day, or imprisonment in accordance with State sentencing guidelines, or both.

- D. In the event of a second conviction, an IU shall be punished by a fine of not less than one thousand dollars (\$1,000) per violation per day, or imprisonment in accordance with State sentencing guidelines, or both.

11.4 Remedies Non-Exclusive

The remedies provided for in this Rule are not exclusive. The District reserves the right to take any, all, or any combination of these actions against a non-compliant User. Enforcement in response to pretreatment violations will generally be in accordance with this Rule. However, the District reserves the right to take other action against any User when the circumstances warrant. Further, the District is empowered to take more than one enforcement action against any non-compliant User. These actions may be taken concurrently.

SECTION 12 - AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

12.1 Upset

- A. For the purposes of this Section, upset means an exceptional incident in which there is unintentional and temporary non-compliance with applicable Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to an action brought for non-compliance with applicable Pretreatment Standards if the requirements of paragraph C of this Section are met.
- C. A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and the User can identify the root cause cause(s) of the upset; and
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The User has submitted the following information to the District and Plant Manager within twenty-four (24) hours of becoming aware of the upset. Note: If this information is provided orally, a written submission must be provided within five (5) days and include at a minimum the following information:
 - (a) A description of the indirect discharge and cause of non-compliance;
 - (b) The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
 - (c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of non-compliance.
- D. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with applicable pretreatment standards.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon reduction, loss, or failure of their treatment facility until the facility is restored or an alternative method of treatment is provided. This

requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

12.2 Prohibited Discharge Standards

A User shall have an affirmative defense to an enforcement action brought against it for non-compliance with the prohibitions in Section 2.1(A) and Section 2.1(B)(3 through 7 and 9 through 18) of this Rule if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

- (a) A Local Limit exists for each pollutant discharged and the User was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or
- (b) No Local Limit exists, but the discharge did not change substantially in nature or constituents from the User's prior discharge when the District was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable effluent and/or biosolids use or disposal requirements.

12.3 Bypass

A. A User may allow a temporary bypass to occur in order to perform simple maintenance to ensure efficient operation, as long as the bypass does not result in a violation of the applicable Pretreatment Standards or Requirements. These bypasses are not subject to the provision of paragraphs (B) and (C) of this Section.

B. Bypass Notification

1. If a User knows in advance of the need for a bypass, it shall submit prior notice to the District at least ten (10) days before the date of the bypass, if possible. If a User does not know of the need for a bypass ten (10) days prior to the bypass then the User shall notify the District immediately upon knowledge of the need for the bypass.
2. A User shall submit oral notice to the District of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The District may waive the written report on a case-by-case basis if the oral report has been received within twenty four (24) hours.
3. In the event further information is requested, the User shall provide the information within forty-eight (48) hours of the request. If the event occurs during a holiday period or weekend, the written notification shall be the first working day following the holiday period or weekend. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall notification relieve the User of any fines, civil penalties, or other liability which may be imposed by this Rule or other applicable law.

C. Prohibition of Bypass

1. Any bypass that will result in an exceedance of any applicable Pretreatment Standard is prohibited, and the District may take an enforcement action against a User for a bypass, unless:
 - a. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no technically feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The User submitted notices as required under Section 12.3B (above) of this Rule.
- (2) The District may approve an anticipated bypass, after considering its adverse effects, if the District determines that it will meet the three (3) conditions listed in Section 12.3C(1)(above), of this Rule.

SECTION 13 - MISCELLANEOUS PROVISIONS

13.1 Pretreatment Charges and Fees

The District may adopt reasonable fees for reimbursement of costs of setting up and operating the District's Pretreatment Program which may include:

- A. Fees for wastewater discharge permit applications including the cost of processing such applications;
- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a User's discharge, and reviewing monitoring reports submitted by Users;
- C. Fees for reviewing and responding to accidental discharge procedures and construction;
- D. Fees for filing appeals; and
- E. Fees to recover administrative and legal costs associated with an enforcement activity taken by the District to address noncompliance by a User; and
- F. Other fees as the District may deem necessary to carry out the requirements contained herein.

These fees relate solely to the matters covered by this Rule and are separate from all other fees, fines, and penalties chargeable by the District.

13.2 Severability

If any provision of this Rule is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

13.3 Conflicts

All other District Rules and parts of other District Rules inconsistent or conflicting with any part of this Rule are hereby repealed to the extent of the inconsistency or conflict.

SECTION 14 - EFFECTIVE DATE

This Rule shall be in full force and effect on April 1, 2023.

Commented [JP1]: To be updated upon Board approval.

Note: Chapter 31-13 was amended and restated in its entirety based upon the EPA Model Rule, and approved in its entirety by the Governing Board on March 16, 2023. The former version is available in the District archives. The Specific Authority for the entire Chapter 31-13 is from the District's enabling Legislation, Chapter 2021-249, Laws of Florida, including but not limited to Section (6), subsections (13), (14), (19) and (24).

Commented [JP2]: To be updated upon Board approval.

History: New 5-5-85, Amended 5-15-92, 8-19-99, 10-20-2011, 1-16-2020, 3-16-2023, X-XX-XXXX.

Commented [JP3]: To be updated upon Board approval.

_____ LRD Governing Board Chairman, ~~Dr. Matt H. Rostock~~ Stephen B. Rockoff

_____ LRD General Counsel, Curtis Shenkman, P.A.

_____ LRD Executive Director, D. Albrey Arrington, Ph.D.

_____ LRD Plant Manager, Jason Pugsley, P.E.

_____ LRD Industrial Pretreatment Coordinator, Deveyand Dave



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
DATE: September 10, 2024
SUBJECT: Loxahatchee River Subaqueous Force Main Replacement / R20036 - Construction Contract Recommendation of Award

In December 2020 the District placed into service the 16" aerial force main across the Loxahatchee River on the Alternate A1A/Damon Bridge. With the aerial force main in service the District was poised to pursue investigation of the 24" subaqueous pipeline crossing beneath the Loxahatchee River. The contractor mobilized in March 2021 and installed access ports on the north and south ends of the crossing and began efforts to clean the force main prior to the inspection. Efforts to complete the cleaning encountered several issues including access, excessive sand/debris, an inoperable valve and failing pipe liner. Ultimately the failing pipe liner brought the project to a halt in May 2021 as the consulting engineer and contractor sought solutions for pipe liner removal.

The consulting engineer completed their review of the project and liner removal options in July and issued a project status update with recommendation. Based on the understanding that an existing technology to remove the liner from the 24" subaqueous pipeline is not currently available the recommendation was to terminate the pipe cleaning contract and pursue alternate force main routes across the river that provide redundancy to the system.

In June 2022 the Board approved a work authorization with Mock, Roos and Associates to provide engineering design and construction services for a directional drill installation under the Loxahatchee River west of the FEC railroad bridge. This route was selected during preliminary engineering performed by Mock Roos and presents the most favorable construction and operation conditions and the least risk in both the near-term installation and long-term operation of the replacement force main. A copy of the report is available for your review if desired.

This month we present the Recommendation of Award for the construction contract based on Mock Roos design. See attached Recommendation of Award.

Staff recommend the following motion.

"THAT THE DISTRICT GOVERNING BOARD award ITB 23-006-00128 to DBE Utility Services in the amount of \$1,596,124.26 in accordance with their Bid submitted on July 23, 2024 and a contingency amount of \$160,000.00."

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER



MOCK•ROOS

CONSULTING ENGINEERS

September 11, 2024

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

Ref No: PA# C0089.00
Subject: Loxahatchee River Subaqueous Forcemain Replacement
Recommendation of Award

Dear Kris:

Mock•Roos has completed our review of the five (5) bids received for the subject project on July 23, 2024, and has evaluated the bid tabs from the following contractors:

1. **Accurate Drilling Systems** - Bid amount: \$2,098,272.50
2. **DBE Utility Service** - Bid amount: \$1,596,124.26
3. **Felix Civil** - Bid amount: \$2,099,500.00
4. **Foster Marine** - Bid amount: \$2,415,615.00
5. **Quality Enterprises USA** - Bid amount: \$2,036,133.50

Enclosed, please find a full bid tabulation summary for your review and comparison of the bids. The apparent low bid was submitted by **DBE Management, LLC, d/b/a DBE Utility Services**, in the amount of **\$1,596,124.26**. It should be noted that DBE Utility Service had minor mathematical errors in their submission, resulting in minor adjustments (\$11.61 reduction) to the total bid amount (see the attached bid tab with noted corrections).

Upon reviewing DBE Utility Services' proposal, from an engineering perspective we found it to be responsive and in compliance with the project requirements. Furthermore, DBE Utility Services has demonstrated successful completion of projects with similar scope and complexity. Notably, in 2022 and 2003, Mock•Roos worked with DBE Utility Services on the installation of a water main under the Intracoastal Waterway for the Town of Manalapan. We also spoke with the contacts from their 5 most recently completed projects, all of whom provided positive feedback regarding DBE Utility Services' performance and ability to complete projects on schedule and within budget. Many of the contacts highlighted Amy Ganey as a well-organized project manager. Amy is also listed in the bid as the project manager for this contract.

At the time of the bid submission, DBE Utility Services held an active construction industry license issued by the State of Florida Department of Business and Professional Regulation. However, the license provided with the bid expired on August 31, 2024. It is likely that a renewal is in place since they have ongoing construction work in progress.

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, 561-683-3113, www.MockRoos.com

Kris Dean
September 11, 2024
Page Two

Based on the above, we recommend that the District award the contract for this project to **DBE Utility Services**.

Our recommendation is based on an engineering review of the project, the contractor's past performance on similar projects, and the positive feedback received from references. We recommend that you consult legal counsel on any other matters related to the award of this contract to ensure full legal compliance.

Should you have any questions or require further clarification, please feel free to contact me at (561) 683-3113, extension 275.

Sincerely,
Mock, Roos & Associates, Inc.

John Cairnes
Senior Project Manager

Copies: Courtney Jones
Garry Gruber
Spencer Schroeder
Tyler Thompson



ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

Loxahatchee River Subaqueous Forcemain Crossing (Bid Submittal)

ITEM #	ITEM	UNIT	PLAN QTY:	UNIT PRICE	TOTAL	ACCURATE DRILLING SYSTEMS		DBE UTILITY SERVICE		FELIX CIVIL		FOSTER MARINE		QUALITY ENTERPRISES USA	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GENERAL CONDITIONS															
1	MOBILIZATION & GENERAL CONDITIONS	LS	1	\$ 150,000	\$150,000	\$226,000.00	\$226,000.00	\$133,560.72	\$133,560.72	\$330,000.00	\$330,000.00	\$110,000.00	\$110,000.00	\$430,248.00	\$430,248.00
2	BOND & INSURANCE REQUIREMENTS	LS	1	\$ 40,000	\$40,000	\$162,000.00	\$162,000.00	\$36,036.00	\$36,036.00	\$45,000.00	\$45,000.00	\$50,000.00	\$50,000.00	\$25,200.00	\$25,200.00
3	SITE CLEARING	LS	1	\$ 15,000	\$15,000	\$41,100.00	\$41,100.00	\$18,975.00	\$18,975.00	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$21,769.00	\$21,769.00
4	CONSTRUCTION LAYOUT & SURVEY	LS	1	\$ 20,000	\$20,000	\$13,500.00	\$13,500.00	\$27,880.60	\$27,880.60	\$10,000.00	\$10,000.00	\$13,750.00	\$13,750.00	\$23,250.00	\$23,250.00
5	NPDES COMPLIANCE	LS	1	\$ 10,000	\$10,000	\$16,550.00	\$16,550.00	\$25,983.10	\$25,983.10	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$21,564.00	\$21,564.00
6	PRE AND POST CONSTRUCTION VIDEO	LS	1	\$ 15,000	\$15,000	\$4,200.00	\$4,200.00	\$7,710.18	\$7,710.18	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00
7	MAINTENANCE OF TRAFFIC	LS	1	\$ 20,000	\$20,000	\$140,000.00	\$140,000.00	\$25,692.15	\$25,692.15	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$41,834.00	\$41,834.00
8	AS-BUILT RECORD DRAWINGS	LS	1	\$ 20,000	\$20,000	\$5,775.00	\$5,775.00	\$21,214.05	\$21,214.05	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$8,250.00	\$8,250.00
SUBTOTAL ITEMS 1 - 8					\$290,000		\$609,125.00		\$297,051.80		\$449,500.00		\$223,750.00		\$573,915.00
FORCEMAIN REPLACEMENT - LOXAHATCHEE CROSSING															
9	20" DR9 HDPE FORCEMAIN WITH 2" CONDUIT VIA HDD	LF	2,150	\$ 500	\$1,075,000	\$499.00	\$1,072,850.00	\$300.57	\$646,225.50	\$470.00	\$1,010,500.00	\$550.00	\$1,182,500.00	\$398.00	\$855,700.00
10	HDPE TO PVC TRANSITION (INCL. PIPES/FITTINGS/APPURTENANCES)	EA	2	\$ 10,000	\$20,000	\$11,000.00	\$22,000.00	\$33,497.35	\$66,994.70	\$33,000.00	\$66,000.00	\$27,250.00	\$54,500.00	\$20,077.00	\$40,154.00
11	16" PVC FORCEMAIN (RESTRAINED)	LF	630	\$ 250	\$157,500	\$95.00	\$59,850.00	\$192.24	\$121,111.20	\$300.00	\$189,000.00	\$335.00	\$211,050.00	\$280.00	\$176,400.00
12	FITTINGS	TN	0.30	\$ 45,000	\$13,500	\$70,000.00	\$21,000.00	\$43,003.34	\$12,901.00	\$40,000.00	\$12,000.00	\$166,300.00	\$49,890.00	\$39,125.00	\$11,737.50
13	16" PLUG VALVE	EA	2	\$ 20,000	\$40,000	\$13,480.00	\$26,960.00	\$16,686.05	\$33,372.10	\$12,500.00	\$25,000.00	\$45,445.00	\$90,890.00	\$18,587.00	\$37,174.00
14	AIR RELEASE VALVE WITH MANHOLE	EA	2	\$ 20,000	\$40,000	\$14,200.00	\$28,400.00	\$20,127.76	\$40,255.52	\$18,000.00	\$36,000.00	\$30,130.00	\$60,260.00	\$34,613.00	\$69,226.00
15	CONNECT TO EXIST 16" FORCEMAIN (INCL. PIPES/FITTINGS/APPURTENANCES)	EA	1	\$ 10,000	\$10,000	\$24,825.00	\$24,825.00	\$19,769.17	\$19,769.17	\$20,000.00	\$20,000.00	\$37,950.00	\$37,950.00	\$20,816.00	\$20,816.00
16	CONNECT TO EXIST 24" FORCEMAIN (INCL. PIPES/FITTINGS/APPURTENANCES)	EA	1	\$ 15,000	\$15,000	\$20,350.00	\$20,350.00	\$10,406.35	\$10,406.35	\$20,000.00	\$20,000.00	\$52,425.00	\$52,425.00	\$33,423.00	\$33,423.00
SUBTOTAL ITEMS 9 - 16					\$1,371,000		\$1,276,235.00		\$951,035.54		\$1,378,500.00		\$1,739,465.00		\$1,244,630.50
SITE DEMOLITION / SURFACE RESTORATION															
17	NORTH ENTRY PIT RESTORATION / SODDING	LS	1	\$ 20,000	\$20,000	\$16,725.00	\$16,725.00	\$14,882.73	\$14,882.73	\$35,000.00	\$35,000.00	\$2,730.00	\$2,730.00	\$8,784.00	\$8,784.00
18	ISOLATE ABANDONED EXIST. 24" DIP FM	LS	1	\$ 10,000	\$10,000	\$30,000.00	\$30,000.00	\$6,666.55	\$6,666.55	\$18,500.00	\$18,500.00	\$73,355.00	\$73,355.00	\$16,880.00	\$16,880.00
19	PLUG AND ABANDON IN PLACE EXIST. 24" DIP FM	EA	1	\$ 5,000	\$5,000	\$3,000.00	\$3,000.00	\$9,853.97	\$9,853.97	\$11,600.00	\$11,600.00	\$36,650.00	\$36,650.00	\$17,684.00	\$17,684.00
20	REMOVE AND DISPOSE EXIST. 24" DIP FM	LF	650	\$ 80	\$52,000	\$32.25	\$20,962.50	\$43.46	\$28,249.00	\$40.00	\$26,000.00	\$100.00	\$65,000.00	\$81.00	\$52,650.00
21	TRENCH RESTORATION (INCL. 16" BASE/2" SP-9.5 IN PAVEMENT AREA)	LF	600	\$ 90	\$54,000	\$100.00	\$60,000.00	\$206.39	\$123,834.00	\$150.00	\$90,000.00	\$180.00	\$108,000.00	\$91.00	\$54,600.00
22	1" ASPHALT MILLING (OLD DIXIE HWY)	LS	1	\$ 5,000	\$5,000	\$13,000.00	\$13,000.00	\$26,394.23	\$26,394.23	\$14,000.00	\$14,000.00	\$32,305.00	\$32,305.00	\$11,773.00	\$11,773.00
23	1" ASPHALTIC CONCRETE (SP-9.5, TRAFFIC LEVEL C) (OLD DIXIE HWY)	SY	1,500	\$ 12	\$18,000	\$20.00	\$30,000.00	\$50.63	\$75,945.00	\$26.00	\$39,000.00	\$43.50	\$65,250.00	\$16.00	\$24,000.00
24	PAVEMENT MARKINGS (OLD DIXIE HWY)	LS	1	\$ 2,500	\$2,500	\$4,000.00	\$4,000.00	\$19,316.55	\$19,316.55	\$2,400.00	\$2,400.00	\$4,110.00	\$4,110.00	\$6,600.00	\$6,600.00
25	ROADWAY SHOULDER RESTORATION (OLD DIXIE HWY)	LS	1	\$ 5,000	\$5,000	\$30,000.00	\$30,000.00	\$26,666.20	\$26,666.20	\$25,000.00	\$25,000.00	\$39,000.00	\$39,000.00	\$7,433.00	\$7,433.00
26	SODDING / MISC. RESTORATION	LS	1	\$ 15,000	\$15,000	\$5,225.00	\$5,225.00	\$16,228.69	\$16,228.69	\$10,000.00	\$10,000.00	\$26,000.00	\$26,000.00	\$17,184.00	\$17,184.00
SUBTOTAL ITEMS 17 - 26					\$186,500		\$212,912.50		\$348,036.92		\$271,500.00		\$452,400.00		\$217,588.00
TOTAL ITEMS 1 - 26					\$1,847,500		\$2,098,272.50		\$1,596,124.26		\$2,099,500.00		\$2,415,615.00		\$2,036,133.50
CONTINGENCY (25%, ROUNDED)					\$470,000										
BIDDING ENVIRONMENT CONTINGENCY (25%, ROUNDED)					\$470,000										
TOTAL OPINION OF PROBABLE CONSTRUCTION COSTS (ROUNDED)					\$2,790,000		\$2,098,272.50		\$1,596,124.26		\$2,099,500.00		\$2,415,615.00		\$2,036,133.50

BID FORM — BASE BID
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT
LOXAHATCHEE RIVER SUBAQUEOUS FORCE MAIN REPLACEMENT
UNIT PRICES

ITEM	DESCRIPTION	QTY	UNIT		UNIT PRICE		EXTENDED PRICE
GENERAL CONDITIONS							
1	MOBILIZATION & GENERAL CONDITIONS	1	LS	\$	\$133,560.72	\$	\$133,560.72
2	BOND & INSURANCE REQUIREMENTS	1	LS	\$	\$36,036.00	\$	\$36,036.00
3	SITE CLEARING	1	LS	\$	\$18,975.00	\$	\$18,975.00
4	CONSTRUCTION LAYOUT & SURVEY	1	LS	\$	\$27,880.60	\$	\$27,880.60
5	NPDES COMPLIANCE	1	LS	\$	\$25,983.10	\$	\$25,983.10
6	PRE AND POST CONSTRUCTION VIDEO	1	LS	\$	\$7,710.18	\$	\$7,710.18
7	MAINTENANCE OF TRAFFIC	1	LS	\$	\$25,692.15	\$	\$25,692.15
8	AS-BUILT RECORD DRAWINGS	1	LS	\$	\$21,214.05	\$	\$21,214.05
FORCEMAIN REPLACEMENT – LOXAHATCHEE CROSSING							
9	20" DR9 HDPE FORCEMAIN WITH 2" CONDUIT VIA HDD	2150	LF	\$	\$300.57	\$	\$646,230.92
10	HDPE TO PVC TRANSITION (INCL. PIPES/FITTINGS/APPURTENANCES)	2	EA	\$	\$33,497.35	\$	\$66,994.69
11	16" PVC FORCEMAIN (RESTRAINED)	630	LF	\$	\$192.24	\$	\$121,114.00
12	FITTINGS	0.3	TN	\$	\$43,003.34	\$	\$12,901.00
13	16" PLUG VALVE	2	EA	\$	\$16,686.05	\$	\$33,372.09
14	AIR RELEASE VALVE WITH MANHOLE	2	EA	\$	\$20,127.76	\$	\$40,255.53
15	CONNECT TO EXIST 16" FORCEMAIN (INCL. PIPES/FITTINGS/APPURTENANCES)	1	EA	\$	\$19,769.17	\$	\$19,769.17
16	CONNECT TO EXIST 24" FORCEMAIN (INCL. PIPES/FITTINGS/APPURTENANCES)	1	EA	\$	\$10,406.35	\$	\$10,406.35
SITE DEMOLITION / SURFACE RESTORATION							
17	NORTH ENTRY PIT RESTORATION / SODDING	1	LS	\$	\$14,882.73	\$	\$14,882.73
18	ISOLATE ABANDONED EXIST. 24" DIP FM	1	LS	\$	\$6,666.55	\$	\$6,666.55
19	PLUG AND ABANDON IN PLACE EXIST. 24" DIP FM	1	EA	\$	\$9,853.97	\$	\$9,853.97
20	REMOVE AND DISPOSE EXIST. 24" DIP FM	650	LF	\$	\$43.46	\$	\$28,247.45
21	TRENCH RESTORATION (INCL. 16" BASE/2" SP-9.5 IN PAVEMENT AREA)	600	LF	\$	\$206.39	\$	\$123,833.38
22	1" ASPHALT MILLING (OLD DIXIE HWY)	1	LS	\$	\$26,394.23	\$	\$26,394.23
23	1" ASPHALTIC CONCRETE (SP-9.5, TRAFFIC LEVEL C) (OLD DIXIE HWY)	1500	SY	\$	\$50.63	\$	\$75,945.00
24	PAVEMENT MARKINGS (OLD DIXIE HWY)	1	LS	\$	\$19,316.55	\$	\$19,316.55
25	ROADWAY SHOULDER RESTORATION (OLD DIXIE HWY)	1	LS	\$	\$26,666.20	\$	\$26,666.20
26	SODDING / MISC. RESTORATION	1	LS	\$	\$16,228.69	\$	\$16,228.69

\$646,225.50
\$66,994.70
\$121,111.20
\$33,372.10
\$40,255.52

\$123,834.00
\$75,945.00

CONSTRUCTION COST (BASE BID)

\$ **1,596,135.87** \$1,596,124.26

PROPOSAL – Article 2

21



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
From: Kara Fraraccio, Director of Finance and Administration
Date: September 13, 2024
Subject: Liability and Workers Compensation Insurance

The District’s current Property, General Liability, Automobile Liability and Physical Damage, Workers’ Compensation, Public Officials/Employment Practices Liability, Cyber, and Crime insurance through Florida Insurance Alliance (FIA) expires on September 30, 2024. Staff has updated the District’s asset and payroll schedules to reflect our current exposures and have submitted these schedules to our insurance broker, Egis Insurance & Risk Advisors.

Our “Property Total Insured Value” is projected to increase by \$4,055,838 of exposure (the value of assets we insure will increase by \$4,055,838) and the premium is expected to increase by \$65,385 (17.4%). This increase is due to increasing market rates and adjusting property and content values by approximately 7% to get to a reasonable market value as we have not had an appraisal since March 2020. We have also added an additional \$636,803 of assets to the insured schedule. The premium for Workers’ Compensation will decrease almost \$8,000 (-12.5%). This decrease is due to the District’s Experience Mod decreasing from .71 in the prior year to .69 in the current year, along with the state reducing the workers’ compensation rate. Overall, there is a premium increase of \$62,950 (11.9%) for all insurance coverage. See **Table:1 Premium Comparison – Renewal Version** below.

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

Insurance	2023 Premium	2024 Premium	Change (\$)	Change (%)
Property and Inland Marine	\$ 374,853	\$ 440,238	\$ 65,385	17.4%
General Liability	31,755	33,343	1,588	5.0%
Automobile Liability	15,333	15,837	504	3.3%
Automobile Physical Damage	8,653	10,383	1,730	19.9%
Workers' Compensation	64,135	56,145	(7,990)	(12.5%)
Public Officials/employment Practices Liability and Cyber	34,650	36,383	1,733	5.0%
Crime	1,000	1,000	0	0%
Annual Total	\$ 530,379	\$ 593,329	\$ 62,950	11.9%

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

In 2021, the District successfully reduced the cost of property insurance by self-insuring the majority of our lift stations. During the 2024 renewal process, staff carefully reviewed our property schedule and identified \$16,855,207 of assets we believe we can reasonably self-insure (we will maintain liability coverage), saving the District \$115,795 in premiums this renewal year. A list of these assets is presented on the following page.

Table 2: Premium Comparison – Revised Coverage Version summarizes FIA’s renewal quote on exposures for the period October 1, 2024 to September 30, 2025, with the deletion of \$16,855,207 in assets.

Table 2: Premium Comparison – Revised Coverage Version

Insurance	2023 Premium	2024 Premium	Change (\$)	Change (%)
Property and Inland Marine	\$ 374,853	\$ 324,443	\$ (50,410)	(13.4%)
General Liability	31,755	33,343	1,588	5.0%
Automobile Liability	15,333	15,837	504	3.3%
Automobile Physical Damage	8,653	10,383	1,730	19.9%
Workers' Compensation	64,135	56,145	(7,990)	(12.5%)
Public Officials/employment Practices Liability and Cyber	34,650	36,383	1,733	5.0%
Crime	1,000	1,000	0	0%
Annual Total	\$ 530,379	\$ 477,534	\$ (52,845)	(10.0)%

Staff offer the following two draft motions to allow the Governing Board to select the appropriate amount of risk, i.e., the degree of self-insurance to take on:

“That the District Governing Board authorize the Executive Director to accept and purchase FIA’s renewal quote for Property, General Liability, Automobile Liability, and Physical Damage, and Workers’ Compensation for the policy period October 1, 2024 through September 30, 2025

OR

“That the District Governing Board authorize the Executive Director to reduce property insurance on District assets listed in the attached schedule and accept and purchase FIA’s revised coverage renewal quote for Property, General Liability, Automobile Liability, and Physical Damage, and Workers’ Compensation for the policy period October 1, 2024 through September 30, 2025.”

Schedule of Proposed Asset to Self-Insure

DESCRIPTION OF OCCUPANCY	Building Replacement Value	Contents Replacement Value
Aeration Basins	\$ 4,203,636	\$ 708,846
Deep Bed Filters	\$ 3,609,849	\$ 1,500,000
Solids (Sludge) Dewatering Bldg	\$ 2,935,397	\$ 1,500,000
Synthetic Media Filters	\$ 1,423,254	
Blower Building	\$ 1,055,029	\$ 1,209,323
Warehouse	\$ 372,963	\$ 250,000
Old Laboratory	\$ 190,653	
Maintenance Barn #1	\$ 59,122	\$ 300,000
Collections Barn	\$ 59,122	\$ 300,000
Security Gate	\$ 29,870	
Fish Pumps/Filter House	\$ 27,089	
IQ Metering Station	\$ 62,006	
IQ Metering Station	\$ 46,041	
IQ Metering Station - 500	\$ 46,041	
IQ Metering Station - 501	\$ 46,041	
IQ Metering Station - 504	\$ 46,041	
IQ Metering Station - 505	\$ 46,041	
IQ Metering Station - 506	\$ 46,041	
IQ Metering Station - 507	\$ 46,041	
IQ Metering Station - 516	\$ 46,041	
IQ Metering Station - 517	\$ 46,041	
IQ Point of Connection - ABS01	\$ 40,376	
IQ Point of Connection - ABS02	\$ 40,376	
IQ Point of Connection - ABS03	\$ 40,376	
IQ Point of Connection - ABS04	\$ 40,376	
IQ Point of Connection - ABS06	\$ 40,376	
IQ Point of Connection - ABS07	\$ 40,376	
IQ Point of Connection - ABS08	\$ 40,376	
IQ Point of Connection - ABS09	\$ 40,376	
IQ Point of Connection - ABS10	\$ 40,376	
IQ Point of Connection - ABS11	\$ 40,376	
IQ Point of Connection - ABS12	\$ 40,376	
IQ Point of Connection - ABS13	\$ 40,376	
IQ Point of Connection - ABS14	\$ 40,376	
IQ Point of Connection - ABS15	\$ 40,376	

IQ Point of Connection - ABS16	\$	40,376	
IQ Point of Connection - ABS17	\$	40,376	
IQ Point of Connection - ABS18	\$	40,376	
IQ Point of Connection - ABS19	\$	40,376	
IQ Point of Connection - ABS20	\$	40,376	
IQ Point of Connection - ABS21	\$	40,376	
IQ Point of Connection - ABS22	\$	40,376	
IQ Point of Connection - ABS23	\$	40,376	
IQ Point of Connection - ABS24	\$	40,376	
IQ Point of Connection - ABS25	\$	40,376	
IQ Point of Connection - ABS26	\$	40,376	
IQ Point of Connection - ABS27	\$	40,376	
IQ Point of Connection - ABS28	\$	40,376	
IQ Point of Connection - ABS29	\$	40,376	
IQ Point of Connection - ABS30	\$	40,376	
IQ Point of Connection - ABS31	\$	40,376	
IQ Point of Connection - ABS32	\$	40,376	
IQ Point of Connection - ABS33	\$	40,376	
IQ Point of Connection - ABS34	\$	40,376	
IQ Point of Connection - ABS35	\$	40,376	
IQ Point of Connection - ABS36	\$	40,376	
IQ Point of Connection - ABS37	\$	52,000	
IQ Point of Connection - ABS38	\$	52,000	
IQ Pump Station - 518	\$	127,926	
IQ Pump Station - IQ515	\$	46,041	
IQ Station - ABS38	\$	12,875	
Total	\$	16,146,361	\$ 708,846

****Note – buildings highlighted in blue are proposed to be self-insured, with contents fully insured. The contents values are not included in the total on the schedule above.***



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

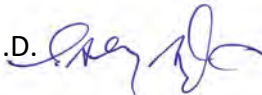
TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: GOVERNING BOARD
 FROM: D. ALBREY ARRINGTON, Ph.D. 
 DATE: SEPTEMBER 11, 2024
 SUBJECT: FISCAL YEAR 2025 – BUDGET APPROVAL

This month we seek your approval of the final draft Fiscal Year 2025 (FY25) Budget, which is provided following this memo. Following this page, you will find the budget resolution, a high-level budget summary, and the complete draft budget.

We will hold a Public Hearing at 6:55 pm on Thursday, September 19, 2024 (prior to the regular Board Meeting) during which members of the public may provide comment on the proposed budget. During the regular Board Meeting, following the Public Hearing, you will vote on Resolution Number 2024-11, which is attached following this page and included within the proposed FY2025 Budget. Approval of Resolution No. 2024-11 will result in adoption of the Fiscal Year 2025 Budget.

The proposed Budget includes the following [% increase from FY2024]:

\$21,459,550	Operating Expenses	[5.0% increase]
\$ 3,036,000	Capital Improvements	[1.9% increase]
<u>\$ 9,881,642</u>	<u>Renewal & Replacement</u>	<u>[1.7% increase]</u>
\$34,377,192	Total	[3.8% increase]

There are three general changes relative to the draft budget presented last month:

1. Operating expenses increased by \$6,340 but maintained a 5.0% increase.
2. We increased our Capital Improvements plus Renewal & Replacement by \$1,050,642. This increase is driven by moving unspent funds from the current fiscal year to next fiscal year for projects that will extend into next fiscal year, e.g., completion of Lift Station 82 rehab, lift station cellular telemetry, anaerobic selector zone and process air efficiency, lining of service laterals in Lift Station 50 collection system, etc.

I believe this budget balances fiscal conservatism with systematic, proactive efforts to achieve our mission (*protecting public health and preserving the Loxahatchee River watershed and its natural habitats through innovative wastewater solutions, research, and environmental stewardship.*).

I am pleased to recommend the following motion for your consideration:

"THAT THE GOVERNING BOARD approve Resolution 2024-11 adopting the Loxahatchee River Environmental Control District's annual budget for the 2025 Fiscal Year."

Stephen B. Rockoff
BOARD MEMBER

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Resolution No. 2024-11

WHEREAS, under the provisions of Section 189.016, Florida Statutes, the proposed annual budget for the Loxahatchee River Environmental Control District has been submitted this 19th day of September, 2024.

WHEREAS, under the provisions of Section 189.015, Florida Statutes, a public hearing on the proposed budget has been held and notice thereof having been published in one issue of the Palm Beach Post, a newspaper of general circulation in the District, more than five days before such hearing; and

WHEREAS, all necessary changes have been made as to revenue estimates and expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Loxahatchee River Environmental Control District that the budget for fiscal year ending September 30, 2025, a copy of which is hereto attached and made a part of this resolution as fully as if set forth verbatim herein, is hereby approved and adopted:

REVENUES

Operating Revenue	\$ 22,179,455
Capital Revenue	2,068,000
Nonoperating Revenue	2,442,100
Carryforward of Surplus from Prior Years	7,687,637
TOTAL REVENUES	<u>\$ 34,377,192</u>

EXPENSES

Operating Expenses	\$ 21,459,550
Capital Improvements	3,036,000
Renewal and Replacement	9,881,642
TOTAL EXPENSES	<u>\$ 34,377,192</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 19th day of September, 2024.

Stephen B. Rockoff, Chairman

Vote: _____

Gordon M. Boggie, Vice Chairman

Vote: _____

Clinton R. Yerkes, Treasurer

Vote: _____

Kevin Baker, Secretary

Vote: _____

Dr. Matt Rostock, Assistant Secretary/Treasurer

Vote: _____

Loxahatchee River Environmental Control District

Annual Budget

For the Fiscal Year Ending September 30, 2025



Prepared by:
Finance Department

Kara Fraraccio, CPA
Director of Finance and Administration

Governing Board

Representing the voice of a community dedicated to preserving the Loxahatchee River, the Loxahatchee River District is guided by a publicly elected, five-member Governing Board. Elected in staggered terms of four years, they bring to the District their expertise in environmental issues, engineering and planning. Board members must be a resident of the Governing Board area in which he or she is elected.

Stephen B. Rockoff _____ Chairman
Area #5

Gordon Boggie _____ Vice-Chairman
Area #1

Clinton R. Yerkes _____ Treasurer
Area #2

Kevin Baker _____ Secretary
Area #4

Dr. Matt H. Rostock _____ Assistant Secretary/Treasurer
Area #3

Senior Management Team

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

Kris Dean, PE _____ Deputy Executive Director

Courtney Jones, PE _____ Director of Engineering

Kara D. Fraraccio, CPA _____ Director of Finance and Administration

Kenneth Howard _____ Director of Information Services

Jason A. Pugsley, PE _____ Plant Manager

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REVENUES

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Capital Revenue	2,068,000
Nonoperating Revenue	2,442,100
Carryforward of Surplus from Prior Years	7,687,637
TOTAL REVENUES	<u>\$ 34,377,192</u>

EXPENSES

Operating Expenses	\$ 21,459,550
Capital Improvements	3,036,000
Renewal and Replacement	9,881,642
TOTAL EXPENSES	<u>\$ 34,377,192</u>

This Resolution adopted by the Governing Board of the Loxahatchee River Environmental Control District on this 19th day of September, 2024.

Stephen B. Rockoff, Chairman

Vote: _____

Gordon M. Boggie, Vice Chairman

Vote: _____

Clinton R. Yerkes, Treasurer

Vote: _____

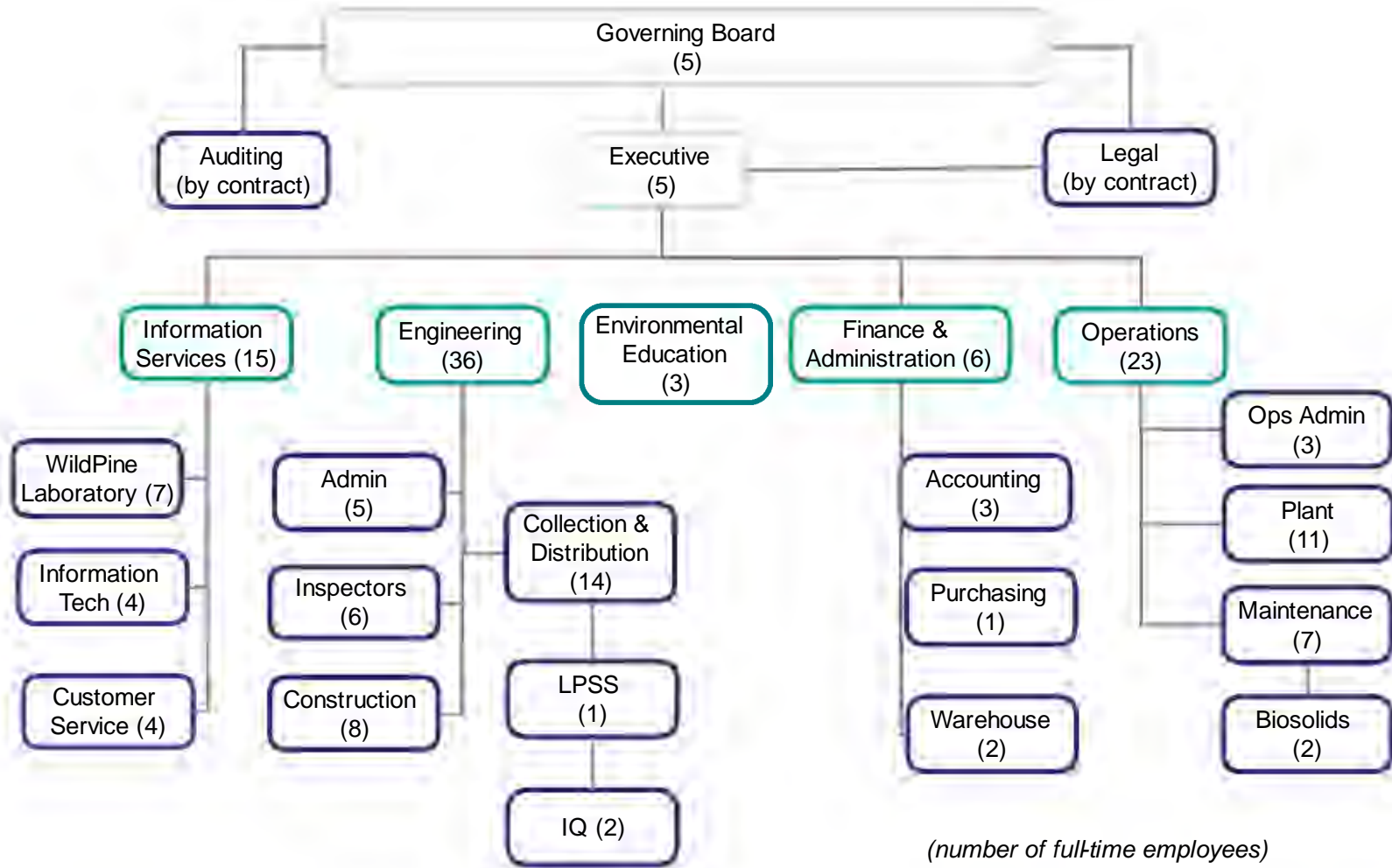
Kevin Baker, Secretary

Vote: _____

Dr. Matt Rostock, Assistant Secretary/Treasurer

Vote: _____

Loxahatchee River District Organization Chart Fiscal Year 2025



*(number of full-time employees)
Total full-time employees = 88*

2024-10-01

Budget Summary

	FY 2024 Budget	FY 2025 Budget	Percent Change
Revenues			
<i>Operating Revenues</i>			
Regional Sewer Service	\$ 18,528,000	\$ 19,029,455	2.71%
IQ Water Charges	2,417,000	2,500,000	3.43%
Standby Sewer Service	79,000	100,000	26.58%
Administration and Engineering Fees	80,000	50,000	-37.50%
Other Revenue	511,285	500,000	-2.21%
Subtotal Operating Revenues	21,615,285	22,179,455	2.61%
<i>Capital Revenues</i>			
Line Charges	450,000	400,000	-11.11%
Assessments	1,082,000	1,068,000	-1.29%
Plant Charges	700,000	600,000	-14.29%
Capital Contributions	250,000		-100.00%
Subtotal Capital Revenues	2,482,000	2,068,000	-16.68%
<i>Other Revenues</i>			
Grant Revenue	100,000	200,000	100.00%
Interest Income	1,847,400	2,242,100	21.37%
Carryforward of Surplus from Prior Years	7,089,760	7,687,637	8.43%
Total Revenues	\$ 33,134,445	\$ 34,377,192	3.75%
Expenses			
<i>Operating Expenses (by category)</i>			
Salaries and Wages	\$ 7,863,800	\$ 8,457,300	7.55%
Payroll Taxes	559,200	600,800	7.44%
Retirement Contributions	1,204,100	1,258,300	4.50%
Employee Health Insurance	1,995,200	1,891,200	-5.21%
Workers' Compensation Insurance	75,800	64,500	-14.91%
General Insurance	499,730	570,250	14.11%
Supplies and Expenses	1,243,362	1,234,920	-0.68%
Utilities	1,860,071	1,816,020	-2.37%
Chemicals	519,000	474,000	-8.67%
Repairs and Maintenance	2,088,909	2,491,980	19.30%
Outside Services	2,302,800	2,375,280	3.15%
Contingency	225,000	225,000	0.00%
Subtotal Operating Expenses	20,436,972	21,459,550	5.00%
<i>Capital</i>			
Capital Improvements	2,978,251	3,036,000	1.94%
Renewal and Replacement	9,719,222	9,881,642	1.67%
Subtotal Capital	12,697,473	12,917,642	1.73%
Total Expenses	\$ 33,134,445	\$ 34,377,192	3.75%

Executive Department**40-10**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
511000 Special Pay - Governing Board	\$ 6,500	\$ 6,500	0.00%
512000 Salaries and Wages	710,600	753,400	6.02%
514000 Overtime	1,000	1,000	0.00%
521000 Payroll Taxes	39,700	41,000	3.27%
522000 Retirement Contributions	115,400	122,200	5.89%
523000 Life, Health, and Dental Insurance	186,900	146,900	-21.40%
524000 Workers Compensation Insurance	800	700	-12.50%
<i>Subtotal</i>	\$ 1,060,900	\$ 1,071,700	1.02%
<i>Operating Expenses</i>			
534000 Other Contractual Services	\$ 24,000	\$ 26,000	8.33%
540000 Travel and Per Diem	16,200	16,200	0.00%
541000 Communications	9,600	9,600	0.00%
542000 Freight and Postage	10,000	10,000	0.00%
543000 Utility Services	1,000	1,000	0.00%
544000 Rentals and Leases	1,500	1,500	0.00%
545000 Insurance	36,980	42,700	15.47%
546000 Repair and Maintenance - General	20,475	21,000	2.56%
546100 Repair and Maintenance - Vehicles	1,000	1,000	0.00%
546200 Repair and Maintenance - Equipment		1,200	100.00%
551000 Office Supplies	5,000	5,000	0.00%
552000 Operating Supplies	27,600	38,000	37.68%
552200 Fuel, Diesel, Oil	3,250	3,250	0.00%
554000 Books, Publications, Memberships, and Subscriptions	30,165	29,090	-3.56%
555000 Training and Education	9,125	7,625	-16.44%
<i>Subtotal</i>	\$ 195,895	\$ 213,165	8.82%
Total	\$ 1,256,795	\$ 1,284,865	2.23%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
Executive Director	1.0	1.0	-
Deputy Executive Director	1.0	1.0	-
Executive Secretary	1.0	1.0	-
Human Resource Generalist	1.0	1.0	-
Safety Officer	1.0	1.0	-
Total	5.0	5.0	-

Professional Services Department

40-20

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Operating Expenses</i>			
531100 Engineering	\$ 60,000	\$ 10,000	-83.33%
531300 Legal Expense - Non-Litigation	65,000	65,000	0.00%
531400 Legal Expense - Litigation	50,000	25,000	-50.00%
531500 Legal Expense - Collections	5,000	5,000	0.00%
531600 Pension Advisor	30,000	24,500	-18.33%
531700 Human Resource Law	9,000	9,000	0.00%
531800 Investment Advisor	5,000	2,000	-60.00%
532100 Audit Services	42,250	44,250	4.73%
Subtotal	\$ 266,250	\$ 184,750	-30.61%
Total	\$ 266,250	\$ 184,750	-30.61%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
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Finance Department

40-30

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 569,200	\$ 591,100	3.85%
514000 Overtime	5,000	5,000	0.00%
521000 Payroll Taxes	41,400	42,900	3.62%
522000 Retirement Contributions	93,700	97,200	3.74%
523000 Life, Health, and Dental Insurance	149,800	114,500	-23.56%
524000 Workers Compensation Insurance	2,600	2,200	-15.38%
<i>Subtotal</i>	\$ 861,700	\$ 852,900	-1.02%
<i>Operating Expenses</i>			
534000 Other Contractual Services	\$ 36,450	\$ 31,700	-13.03%
541000 Communications	4,300	4,300	0.00%
546000 Repair and Maintenance - General	10,100	8,700	-13.86%
549500 Tax Collector Fees and Discounts	63,400	58,500	-7.73%
551000 Office Supplies	1,000	1,000	0.00%
552000 Operating Supplies	13,280	13,150	-0.98%
554000 Books, Publications, Subscriptions, and Memberships	12,035	10,540	-12.42%
555000 Training and Education	3,090	3,090	0.00%
<i>Subtotal</i>	\$ 143,655	\$ 130,980	-8.82%
Total	\$ 1,005,355	\$ 983,880	-2.14%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
Director of Finance and Administration	1.0	1.0	-
Accountant II	1.0	1.0	-
Accountant I	1.0	1.0	-
Purchasing Agent	1.0	1.0	-
Warehouse Coordinator	2.0	2.0	-
Total	6.0	6.0	-

Public Education Department**40-40**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 205,300	\$ 217,800	6.09%
513000 Other Salaries and Wages	122,100	129,000	5.65%
514000 Overtime	10,000	10,000	0.00%
521000 Payroll Taxes	25,200	26,700	5.95%
522000 Retirement Contributions	35,400	37,400	5.65%
523000 Life, Health, and Dental Insurance	59,900	55,000	-8.18%
524000 Workers Compensation Insurance	300	300	0.00%
<i>Subtotal</i>	\$ 458,200	\$ 476,200	3.93%
<i>Operating Expenses</i>			
531000 Professional Services	\$ 1,850	\$ 43,250	2237.84%
534000 Other Contractual Services	10,050	14,080	40.10%
541000 Communications	4,800	4,800	0.00%
543000 Utility Services	32,000	35,000	9.38%
545000 Insurance	8,550	5,450	-36.26%
546000 Repair and Maintenance - General	58,574	55,500	-5.25%
546100 Repair and Maintenance - Vehicles	5,000	3,000	-40.00%
546300 Repair and Maintenance - Structures and Grounds	6,500	7,000	7.69%
547000 Printing and Publications	600	600	0.00%
552000 Operating Supplies	88,755	90,600	2.08%
552200 Fuel, Diesel, Oil	750	750	0.00%
552500 Gift Shop		200	100.00%
554000 Books, Publications, Subscriptions, and Memberships	3,260	10,200	212.88%
555000 Training and Education	4,950	4,525	-8.59%
<i>Subtotal</i>	\$ 225,639	\$ 274,955	21.86%
Total	\$ 683,839	\$ 751,155	9.84%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
Environmental Education Manager	1.0	1.0	0.0
Environmental Education Coordinator	1.0	1.0	0.0
Nature Education and Animal Care	1.0	1.0	0.0
Total	3.0	3.0	0.0

WildPine Lab Department**40-41**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 707,200	\$ 744,600	5.29%
513000 Other Salaries and Wages	24,000	24,000	0.00%
514000 Overtime	12,000	13,000	8.33%
521000 Payroll Taxes	53,000	55,500	4.72%
522000 Retirement Contributions	103,100	123,400	19.69%
523000 Life, Health, and Dental Insurance	129,900	121,300	-6.62%
524000 Workers Compensation Insurance	8,500	6,000	-29.41%
<i>Subtotal</i>	\$ 1,037,700	\$ 1,087,800	4.83%
<i>Operating Expenses</i>			
531000 Professional Services	\$ 55,000	\$ 55,000	0.00%
534000 Other Contractual Services	5,700	5,000	-12.28%
541000 Communications	3,600	3,600	0.00%
545000 Insurance	4,100	4,100	0.00%
546000 Repair and Maintenance - General	7,150	6,750	-5.59%
546100 Repair and Maintenance - Vehicles	13,000	13,000	0.00%
546200 Repair and Maintenance - Equipment	26,630	28,030	5.26%
552000 Operating Supplies	75,000	75,000	0.00%
552200 Fuel, Diesel, Oil	3,000	3,000	0.00%
554000 Books, Publications, Subscriptions, and Memberships	6,515	5,500	-15.58%
555000 Training and Education	1,000	2,000	100.00%
<i>Subtotal</i>	\$ 200,695	\$ 200,980	0.14%
Total	\$ 1,238,395	\$ 1,288,780	4.07%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
Director of Information Services	1.0	1.0	0.0
Lab Manager	1.0	1.0	0.0
Senior Scientist	1.0	1.0	0.0
Lab Technician II	3.0	3.0	0.0
Lab Technician I	1.0	1.0	0.0
Total	7.0	7.0	0.0

Customer Service Department**40-42**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 229,000	\$ 245,900	7.38%
514000 Overtime	1,000	1,000	0.00%
521000 Payroll Taxes	17,000	18,200	7.06%
522000 Retirement Contributions	36,400	40,700	11.81%
523000 Life, Health, and Dental Insurance	62,400	66,000	5.77%
524000 Workers Compensation Insurance	300	300	0.00%
<i>Subtotal</i>	\$ 346,100	\$ 372,100	7.51%
<i>Operating Expenses</i>			
534000 Other Contractual Services	\$ 143,000	\$ 167,000	16.78%
541000 Communications	2,000	2,000	0.00%
542000 Freight and Postage	85,000	84,000	-1.18%
546000 Repairs and Maintenance - General	16,400	8,800	-46.34%
552000 Operating Supplies	3,000	3,000	0.00%
554000 Books, Publications, Subscriptions and Memberships	26,247	25,700	-2.08%
<i>Subtotal</i>	\$ 275,647	\$ 290,500	5.39%
Total	\$ 621,747	\$ 662,600	6.57%
Personnel Schedule			
	FY 2024 FTE	FY 2025 FTE	Change
Customer Service Coordinator	1.0	1.0	0.0
Customer Service Rep II	1.0	2.0	1.0
Customer Service Rep I	2.0	1.0	-1.0
Total	4.0	4.0	0.0

Information Technology Department

40-43

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 292,800	\$ 359,200	22.68%
514000 Overtime	500	500	0.00%
521000 Payroll Taxes	21,200	26,200	23.58%
522000 Retirement Contributions	42,100	44,600	5.94%
523000 Life, Health, and Dental Insurance	103,200	121,900	18.12%
524000 Workers Compensation Insurance	300	400	33.33%
<i>Subtotal</i>	\$ 460,100	\$ 552,800	20.15%
<i>Operating Expenses</i>			
531000 Professional Services	\$ 95,000	\$ 70,000	-26.32%
534000 Other Contractual Services	1,500	1,500	0.00%
541000 Communications	13,620	13,620	0.00%
546000 Repair and Maintenance - General	20,900	21,600	3.35%
552000 Operating Supplies	44,500	39,000	-12.36%
554000 Books, Publications, Memberships, and Subscriptions	44,325	46,550	5.02%
555000 Training and Education	5,000	5,000	0.00%
<i>Subtotal</i>	\$ 224,845	\$ 197,270	-12.26%
Total	\$ 684,945	\$ 750,070	9.51%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
IT Manager	1.0	1.0	0.0
GIS Application Administrator	1.0	1.0	0.0
Application Support Administrator	1.0	1.0	0.0
IT Help Desk Support Tech	1.0	1.0	0.0
Total	4.0	4.0	0.0

Engineering and Inspection Department**40-50**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
Personal Services			
512000 Salaries and Wages	\$ 965,000	\$ 1,007,600	4.41%
513000 Other Salaries and Wages	-	10,000	100.00%
514000 Overtime	37,500	37,500	0.00%
521000 Payroll Taxes	73,100	77,100	5.47%
522000 Retirement Contributions	150,500	158,000	4.98%
523000 Life, Health, and Dental Insurance	302,400	261,200	-13.62%
524000 Workers Compensation Insurance	9,800	8,200	-16.33%
Subtotal	\$ 1,538,300	\$ 1,559,600	1.38%
Operating Expenses			
540000 Travel and Per Diem	\$ 3,000	\$ 2,000	-33.33%
541000 Communications	12,500	12,500	0.00%
546000 Repair and Maintenance - General	14,500	15,500	6.90%
546100 Repair and Maintenance - Vehicles	5,000	20,000	300.00%
546200 Repair and Maintenance - Equipment	5,000	5,000	0.00%
546700 Repair and Maintenance - MOT		1,250	100.00%
551000 Office Supplies	1,000	1,000	0.00%
552000 Operating Supplies	29,500	30,600	3.73%
552200 Fuel, Diesel, Oil	25,000	20,000	-20.00%
552800 Safety Supplies		1,000	100.00%
554000 Books, Publications, Subscriptions, and Memberships	10,365	9,100	-12.20%
555000 Training and Education	6,000	4,500	-25.00%
Subtotal	\$ 111,865	\$ 122,450	9.46%
Total	\$ 1,650,165	\$ 1,682,050	1.93%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
Director of Engineering	1.0	1.0	0.0
Chief Construction Inspector	1.0	1.0	0.0
Project Engineer	1.0	1.0	0.0
Construction Inspector	2.0	2.0	0.0
Compliance Technician	1.0	1.0	0.0
Utility Locate and Compliance Technician	2.0	2.0	0.0
Engineering/GIS Tech	1.0	1.0	0.0
Engineering Assistant	1.0	1.0	0.0
Projects Coordinator	1.0	1.0	0.0
Total	11.0	11.0	0.0

Construction Department**40-51**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 377,100	\$ 496,200	31.58%
514000 Overtime	11,500	15,000	30.43%
521000 Payroll Taxes	28,300	37,300	31.80%
522000 Retirement Contributions	61,800	64,000	3.56%
523000 Life, Health, and Dental Insurance	134,900	175,300	29.95%
524000 Workers Compensation Insurance	5,700	6,000	5.26%
<i>Subtotal</i>	\$ 619,300	\$ 793,800	28.18%
<i>Operating Expenses</i>			
541000 Communications	\$ 6,900	\$ 6,900	0.00%
546000 Repair and Maintenance - General	10,100	11,400	12.87%
546100 Repair and Maintenance - Vehicles	10,000	35,000	250.00%
546200 Repair and Maintenance - Equipment	5,000	17,500	250.00%
546700 Repair and Maintenance - MOT		3,000	100.00%
552000 Operating Supplies	31,500	48,500	53.97%
552200 Fuel, Diesel, Oil	20,000	20,000	0.00%
5528000 Safety Supplies		3,500	100.00%
554000 Books, Publications, Subscriptions, and Memberships	5,695	7,500	31.69%
555000 Training and Education	5,000	6,500	30.00%
<i>Subtotal</i>	\$ 94,195	\$ 159,800	69.65%
Total	\$ 713,495	\$ 953,600	33.65%
Personnel Schedule			
	FTE	FTE	Change
Construction Coordinator	1.0	1.0	0.0
Construction System Foreman	1.0	1.0	0.0
Construction System Operator	4.0	6.0	2.0
Total	6.0	8.0	2.0

Operations Administrative Department**50-10**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 366,500	\$ 389,300	6.22%
514000 Overtime	1,000	1,000	0.00%
521000 Payroll Taxes	23,300	24,300	4.29%
522000 Retirement Contributions	59,700	63,400	6.20%
523000 Life, Health, and Dental Insurance	65,000	58,500	-10.00%
524000 Workers Compensation Insurance	3,200	2,700	-15.63%
<i>Subtotal</i>	\$ 518,700	\$ 539,200	3.95%
<i>Operating Expenses</i>			
531000 Professional Services	\$ 20,000	\$	-100.00%
534000 Other Contractual Services	8,100	7,000	-13.58%
540000 Travel and Per Diem	2,500	2,500	0.00%
541000 Communications	8,200	8,200	0.00%
542000 Freight and Postage	2,500	2,500	0.00%
545000 Insurance	450,100	518,000	15.09%
546000 Repair and Maintenance - General	45,270	53,000	17.08%
551000 Office Supplies	3,000	3,000	0.00%
552000 Operating Supplies	13,450	13,450	0.00%
552800 Operating Supplies - Safety	36,500	15,000	-58.90%
554000 Books, Publications, Memberships, and Subscriptions	26,045	24,700	-5.16%
555000 Training and Education	6,150	2,600	-57.72%
<i>Subtotal</i>	\$ 621,815	\$ 649,950	4.52%
Total	\$ 1,140,515	\$ 1,189,150	4.26%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
Plant Manager	1.0	1.0	0.0
System Specialist II	1.0	1.0	0.0
Administrative Assistant	1.0	1.0	0.0
Total	3.0	3.0	0.0

Collection and Transmission Department**50-40**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 1,109,900	\$ 1,192,000	7.40%
514000 Overtime	170,000	175,000	2.94%
521000 Payroll Taxes	94,400	100,700	6.67%
522000 Retirement Contributions	190,900	194,300	1.78%
523000 Life, Health, and Dental Insurance	327,000	337,300	3.15%
524000 Workers Compensation Insurance	18,000	15,400	-14.44%
<i>Subtotal</i>	\$ 1,910,200	\$ 2,014,700	5.47%
<i>Operating Expenses</i>			
541000 Communications	\$ 22,300	\$ 22,300	0.00%
543000 Utility Services	473,750	458,000	-3.32%
544000 Rentals and Leases	45,000	72,000	60.00%
546000 Repair and Maintenance - General	337,900	340,000	0.62%
546100 Repair and Maintenance - Vehicles	80,000	75,000	-6.25%
546200 Repair and Maintenance - Equipment	375,000	415,000	10.67%
546300 Repair and Maintenance - Structures and Grounds	105,000	145,000	38.10%
546600 Repair and Maintenance - Outside Services		25,000	100.00%
546700 Repair and Maintenance - MOT		22,000	100.00%
552000 Operating Supplies	162,950	150,000	-7.95%
552200 Fuel, Diesel, Oil	60,000	75,000	25.00%
552300 Fuel, Diesel, Oil - Generators	5,000	5,500	10.00%
552800 Safety Supplies		8,000	100.00%
554000 Books, Publications, Memberships, and Subscriptions	14,300	10,320	-27.83%
555000 Training and Education	15,000	22,500	50.00%
<i>Subtotal</i>	\$ 1,696,200	\$ 1,845,620	8.81%
Total	\$ 3,606,400	\$ 3,860,320	7.04%

Personnel Schedule	FY 2024 FTE	FY 2025 FTE	Change
Collection Superintendent	1.0	1.0	0.0
Collection and Distribution Foreman	1.0	1.0	0.0
Lead Field Technician	2.0	2.0	0.0
Collection and Distribution Operator	11.0	11.0	0.0
Total	15.0	15.0	0.0

Treatment and Disposal Department**50-50**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
Personal Services			
512000 Salaries and Wages	\$ 1,362,900	\$ 1,453,500	6.65%
514000 Overtime	233,500	229,800	-1.58%
521000 Payroll Taxes	118,100	125,000	5.84%
522000 Retirement Contributions	260,600	264,100	1.34%
523000 Life, Health, and Dental Insurance	378,700	353,500	-6.65%
524000 Workers Compensation Insurance	21,400	18,200	-14.95%
Subtotal	\$ 2,375,200	\$ 2,444,100	2.90%
Operating Expenses			
534000 Other Contractual Services	\$ 16,000	\$ 13,000	-18.75%
541000 Communications	16,300	16,300	0.00%
543000 Utility Services	689,801	724,500	5.03%
544000 Rentals and Leases	80,000	85,000	6.25%
546000 Repair and Maintenance - General	28,000	45,000	60.71%
546100 Repair and Maintenance - Vehicles	17,000	10,000	-41.18%
546200 Repair and Maintenance - Equipment	240,500	383,000	59.25%
546300 Repair and Maintenance - Structures and Grounds	212,010	180,000	-15.10%
546600 Repair and Maintenance - Outside Services	137,500	222,500	61.82%
552000 Operating Supplies	220,000	202,000	-8.18%
552100 Operating Supplies - Chemicals	4,000	4,000	0.00%
552200 Fuel, Diesel, Oil	30,000	15,000	-50.00%
552300 Fuel, Diesel, Oil - Generators	10,000	15,000	50.00%
552800 Safety Supplies		5,000	100.00%
554000 Books, Publications, Memberships, and Subscriptions	17,300	15,000	-13.29%
555000 Training and Education	23,970	21,000	-12.39%
Subtotal	\$ 1,742,381	\$ 1,956,300	12.28%
Total	\$ 4,117,581	\$ 4,400,400	6.87%
	FY 2024	FY 2025	
Personnel Schedule	FTE	FTE	Change
Plant Chief Operator	1.0	1.0	0.0
Plant Maintenance Foreman	1.0	1.0	0.0
Plant Electrician	3.0	3.0	0.0
Industrial Pretreatment Coordinator	1.0	1.0	0.0
Operations Reliability Asset Coordinator	1.0	1.0	0.0
Waste Water Treatment Plant Operator	8.0	8.0	0.0
Wastewater Treatment Plant Process Analysis Tech	1.0	1.0	0.0
Plant Maintenance Operator II	1.0	1.0	0.0
Plant Maintenance Operator I	1.0	1.0	0.0
Total	18.0	18.0	0.0

Reuse Department**50-60**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 172,000	\$ 178,200	3.60%
514000 Overtime	12,000	17,000	41.67%
521000 Payroll Taxes	13,600	14,500	6.62%
522000 Retirement Contributions	30,100	31,900	5.98%
523000 Life, Health, and Dental Insurance	48,300	44,300	-8.28%
524000 Workers Compensation Insurance	2,700	2,300	-14.81%
<i>Subtotal</i>	\$ 278,700	\$ 288,200	3.41%
<i>Operating Expenses</i>			
541000 Communications	\$ 5,800	\$ 5,800	0.00%
543000 Utility Services	455,500	390,500	-14.27%
546000 Repair and Maintenance - General	6,700	7,000	4.48%
546100 Repair and Maintenance - Vehicles	5,000	10,000	100.00%
546200 Repair and Maintenance - Equipment	135,000	135,000	0.00%
546300 Repair and Maintenance - Structures and Grounds	25,000	55,000	120.00%
546700 Repair and Maintenance - MOT		1,250	100.00%
549000 Other Current Charges and Obligations	245,000	265,000	8.16%
552000 Operating Supplies	6,000	6,000	0.00%
552100 Operating Supplies - Chemicals	190,000	155,000	-18.42%
552200 Fuel, Diesel, Oil	9,500	7,500	-21.05%
552800 Safety Supplies		2,400	100.00%
554000 Books, Publications, Memberships, and Subscriptions	1,970	1,540	-21.83%
555000 Training and Education	2,000	3,000	50.00%
<i>Subtotal</i>	\$ 1,087,470	\$ 1,044,990	-3.91%
Total	\$ 1,366,170	\$ 1,333,190	-2.41%
Personnel Schedule			
	FTE	FTE	Change
Reuse System Operator	2.0	2.0	0.0
Total	2.0	2.0	0.0

Bio-Solids Department**50-80**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Personal Services</i>			
512000 Salaries and Wages	\$ 136,200	\$ 140,700	3.30%
514000 Overtime	12,500	12,500	0.00%
521000 Payroll Taxes	10,900	11,400	4.59%
522000 Retirement Contributions	24,400	17,100	-29.92%
523000 Life, Health, and Dental Insurance	46,800	35,500	-24.15%
524000 Workers Compensation Insurance	2,200	1,800	-18.18%
<i>Subtotal</i>	\$ 233,000	\$ 219,000	-6.01%
<i>Operating Expenses</i>			
541000 Communications	\$ 600	\$ 600	0.00%
544000 Rentals and Leases		90,000	100.00%
546000 Repair and Maintenance - General	3,700	5,500	48.65%
546100 Repair and Maintenance - Vehicles	7,500	2,500	-66.67%
546200 Repair and Maintenance - Equipment	75,500	65,000	-13.91%
546300 Repair and Maintenance - Structures and Grounds	17,000	11,000	-35.29%
549000 Other Current Charges and Obligations	1,185,000	1,185,000	0.00%
552000 Operating Supplies	5,000	5,000	0.00%
552100 Operating Supplies - Chemicals	325,000	315,000	-3.08%
552200 Fuel, Diesel, Oil	2,500	2,500	0.00%
552800 Safety Supplies		5,000	100.00%
554000 Books, Publications, Memberships, and Subscriptions	1,970	1,590	-19.29%
555000 Training and Education	3,550	2,050	-42.25%
<i>Subtotal</i>	\$ 1,627,320	\$ 1,690,740	3.90%
Total	\$ 1,860,320	\$ 1,909,740	2.66%
Personnel Schedule			
	FTE	FTE	Change
Plant Maintenance Operator II	1.0	1.0	0.0
Plant Maintenance Operator I	1.0	1.0	0.0
Total	2.0	2.0	0.0

Contingency

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
<i>Contingency</i>			
599000 Contingency	\$ 225,000	\$ 225,000	0.00%
Total	\$ 225,000	\$ 225,000	0.00%
Total Operating Budget	\$ 20,436,972	\$ 21,459,550	5.00%

Capital Improvement Summary

Description	FY 2024 Budget	FY 2025 Budget	Percent Change
Account			
Land	\$	\$ 125,000	100.00%
Buildings	320,000	485,000	51.56%
Improvements Other than Buildings (Infrastructure)	239,000	440,000	84.10%
Machinery and Equipment	1,076,350	2,242,000	108.30%
Vehicles	514,338	1,014,642	97.27%
Construction in Progress	10,547,785	8,611,000	-18.36%
CIP - Exec/Finance/Lab/Cust. Svc/IT/Const.			0.00%
CIP - Public Education	74,000	150,000	102.70%
CIP - Master Plan	5,000	5,000	0.00%
CIP - Neighborhood Sewering	296,901	-	-100.00%
CIP - Lift Station	1,793,534	1,485,000	-17.20%
CIP - Gravity System	3,170,000	550,000	-82.65%
CIP - Force Main	1,501,000	2,031,000	35.31%
CIP - LPSS			0.00%
CIP - Permanent Generator	255,000	355,000	39.22%
CIP - Telemetry	2,000,000	860,000	-57.00%
CIP - Operations Planning Studies			0.00%
CIP - Operations General Site Improvement	200,000	225,000	12.50%
CIP - Collection and Transmission		125,000	100.00%
CIP - Treatment & Disposal	572,350	1,210,000	111.41%
CIP - Reuse General	600,000	1,345,000	124.17%
CIP - Reuse Pumping Stations	20,000	220,000	1000.00%
CIP - Reuse Mains			0.00%
CIP - Reuse Telemetry/Metering/Controls	10,000		-100.00%
CIP - Biosolids	50,000	50,000	0.00%
Total	\$ 12,697,473	\$ 12,917,642	1.73%

Executive Department**40-10**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
600000	Contingency	\$	\$	0.00%
610000	Land			0.00%
620000	Buildings			0.00%
630000	Improvements Other than Buildings			0.00%
640000	Machinery and Equipment			0.00%
641000	Vehicles			0.00%
650000	Construction in Progress			0.00%
Total		\$	\$	0.00%

Finance Department**40-30**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings	125,000	125,000	0.00%
630000	Improvements Other than Buildings			0.00%
640000	Machinery and Equipment			0.00%
641000	Vehicles			0.00%
650000	Construction in Progress			0.00%
Total		\$ 125,000	\$ 125,000	0.00%

Public Education Department**40-40**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$ 125,000	100.00%
620000	Buildings	50,000		-100.00%
630000	Improvements Other than Buildings	24,000		-100.00%
640000	Machinery and Equipment			0.00%
641000	Vehicles		70,000	100.00%
650000	Construction in Progress		150,000	100.00%
Total		\$ 74,000	\$ 345,000	366.22%

WildPine Lab Department**40-41**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings			0.00%
630000	Improvements Other than Buildings			0.00%
640000	Machinery and Equipment	15,000	10,000	-33.33%
641000	Vehicles	50,000	65,000	30.00%
650000	Construction in Progress			0.00%
Total		\$ 65,000	\$ 75,000	15.38%

Customer Service Department**40-42**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings			0.00%
630000	Improvements Other than Buildings	29,000		-100.00%
640000	Machinery and Equipment			0.00%
641000	Vehicles			0.00%
650000	Construction in Progress			0.00%
Total		\$ 29,000	\$	-100.00%

Information Technology Department**40-43**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings			0.00%
630000	Improvements Other than Buildings			0.00%
640000	Machinery and Equipment	220,000	357,000	62.27%
641000	Vehicles			0.00%
650000	Construction in Progress			0.00%
Total		\$ 220,000	\$ 357,000	62.27%

Engineering and Inspection Department**40-50**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings		115,000	100.00%
630000	Improvements Other than Buildings			0.00%
640000	Machinery and Equipment			0.00%
641000	Vehicles	109,642	124,642	13.68%
650000	Construction in Progress	5,000	5,000	0.00%
Total		\$ 114,642	\$ 244,642	113.40%

Construction Department**40-51**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings			0.00%
630000	Improvements Other than Buildings			0.00%
640000	Machinery and Equipment	21,350	70,000	227.87%
641000	Vehicles	125,000	360,000	188.00%
650000	Construction in Progress			0.00%
Total		\$ 146,350	\$ 430,000	193.82%

Operations Administrative Department**50-10**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings		70,000	100.00%
630000	Improvements Other than Buildings	125,000	150,000	20.00%
640000	Machinery and Equipment			0.00%
641000	Vehicles	50,000	45,000	-10.00%
650000	Construction in Progress	200,000	225,000	12.50%
Total		\$ 375,000	\$ 490,000	30.67%

Collection and Transmission Department**50-40**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings			0.00%
630000	Improvements Other than Buildings		75,000	100.00%
640000	Machinery and Equipment	310,000	565,000	82.26%
641000	Vehicles	179,696	275,000	53.04%
650000	Construction in Progress		125,000	100.00%
651000	Construction in Progress - Neighbor. Sewering	296,901		-100.00%
652000	Construction in Progress - Lift Station	1,793,534	1,485,000	-17.20%
653000	Construction in Progress - Gravity System	3,170,000	550,000	-82.65%
654000	Construction in Progress - Force Main	1,501,000	2,031,000	35.31%
655000	Construction in Progress - LPSS			0.00%
656000	Construction in Progress - Permanent Generator	255,000	355,000	39.22%
657000	Construction in Progress - Telemetry	2,000,000	860,000	-57.00%
Total		\$ 9,506,131	\$ 6,321,000	-33.51%

Treatment and Disposal Department**50-50**

Account	Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000	Land	\$	\$	0.00%
620000	Buildings	195,000	175,000	-10.26%
630000	Improvements Other than Buildings	85,000	215,000	152.94%
640000	Machinery and Equipment	240,000	825,000	243.75%
641000	Vehicles		75,000	100.00%
650000	Construction in Progress	572,350	1,210,000	111.41%
Total		\$ 1,092,350	\$ 2,500,000	128.86%

Reuse Department**50-60**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000 Land	\$	\$	0.00%
620000 Buildings			0.00%
630000 Improvements Other than Buildings			0.00%
640000 Machinery and Equipment	270,000	415,000	53.70%
641000 Vehicles			0.00%
650000 Construction in Progress	600,000	1,345,000	124.17%
652000 Construction in Progress - Lift Station	20,000	220,000	1000.00%
657000 Construction in Progress - Telemetry	10,000		-100.00%
Total	\$ 900,000	\$ 1,980,000	120.00%

Bio-Solids Department**50-80**

Account Description	FY 2024 Budget	FY 2025 Budget	Percent Change
610000 Land	\$	\$	0.00%
620000 Buildings			0.00%
630000 Improvements Other than Buildings			0.00%
640000 Machinery and Equipment			0.00%
641000 Vehicles			0.00%
650000 Construction in Progress	50,000	50,000	0.00%
Total	\$ 50,000	\$ 50,000	0.00%

Total Capital Improvement	\$ 12,697,473	\$ 12,917,642	1.73%
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Loxahatchee River District

Neighborhood Sewering Schedule - Revised June 2024

Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
11	Jupiter Farms (East)	708		TBD	TBD							Legislative
11	PB Country Estates	1547		TBD	TBD							Legislative
21	SE Indian Hills Drive	12	Property Records Review Determined Lots Abut US1 Right Of Way		Oct. 2024	Jan.2016	Mar. 2024	Jun. 2024				Legislative

Remnant Area

Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
	605+607 Military Trl (LPPS)	2		2022		Jun.2020		Jan.2021				Legislative
	18030 69 th Terrace	1	Application for developer project made; Comments on plans being addressed by applicant					Jun. 2024				Legislative
	7985 SE Island Way	2	Permitting Complete; Final Assessment July 2024					Aug. 2022	Jun. 2024	Mar. 2024	Jul. 2024	Legislative
	2966 Jamaica Drive	1	Statutory Way Provision – April 2024 (1 lot)					Aug. 2024				Interlocal
	19999 SE County Line Road	1										Legislative

Private Road Areas

Rank #	Area Description	# Lots	Activity	Original Target Date	Revised Target Start Date	Heads Up Notice	Sewer Options	Notice Of Intent	Preliminary Assessment	Notice To Connect	Final Assessment	Boundry Interlocal / Legislative
AA	Peninsular Road	3	Partial construction complete - June 2013 Soliciting easements for remainder of project	2010	AEO			Feb. 2010				Legislative
BB	Rivers Edge Road (Martin Co.)	35	Private Road-Easements Solicited - May 2014 Project Delayed	2013	AEO	Aug. 2010		Feb. 2014				Legislative
CC	171 st Street (Martin Co.)	7	Private Road - In House Design Easement rec'd from Church – April 2017 Grant received	2014	AEO	Oct. 2012						Legislative
D	Loggerhead Park (institutional)	6 EC's	Need Easements from County - No database	2014	AEO							Legislative
DD	Taylor Road	38		2015	AEO	Sept. 2011						Legislative
FF	North A1A	3	Postponed-Town activities in area - No database	2012	AEO							Legislative
GG	815 S US 1	9 EC's		2016	AEO	Nov. 2014						Legislative
GG	Rockinghorse (north of Roebuck Road)	11		2018	AEO	Jan. 2013						Legislative
GG	SE Castle Rd	5		2018	AEO	Jan. 2013						Legislative
GG	SE Jupiter Rd	4		2018	AEO	Jan. 2013						Legislative
HH	19485 Harbor Rd. S	6	Statutory Way Provision – May 2023 (1 lot)	2017	AEO	Jan. 2014		May 2024				Legislative
16	Limestone Creek Road West	49		2018	TBD	Jan. 2013						Legislative
	109 Old Jupiter Beach Road	1	Constr. Plans In Redesign Per Owner – Sept. 2023 - Approved May 2024; Under Construction June 2024			Sept. 2021 July 2022		Jun.2024				Legislative
	182 nd Road North	12	Sewering Pricing Request by 50% of Owners Conceptual Design/Cost Est. - provided June 2023									Legislative
	6604 N 195th Place	1	Statutory Way Provision – Mar. 2024					May 2024				Legislative

CURTIS L. SHENKMAN
Board Certified
Real Estate Attorney
HUNTER SHENKMAN
Attorney

SHENKMAN & SHENKMAN P.A.
2151 S. Alternate A1A, SUITE 1000
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LEGAL ASSISTANTS
REAL ESTATE
JAMIE KEELAN
CAROLINA INMAN
DENISE B. PAOLUCCI

September 9, 2024

Loxahatchee River Environmental Control District
D. Albrey Arrington, Exec. Dir. and Board Members (sent by email to S. Patel)
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, and/or monitoring 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.

Three (3) matters of potential pending litigation are reported under “Other Litigation”. There are no analysis 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

Attachment

OTHER LITIGATION

LRD -collection from Sonoma Isles HOA.

August 27, 2024 \$76,872.80 check to LRECD from Sonoma Isles HOA with Settlement Agreement to pay the entire balance due and ongoing payments. Matter resolved and this will be the final litigation report.

LRD- manhole & gravity main line re-routing by Coastal Property Concepts (“Coastal”) real estate developer of new home under construction at 844 Oceanside Drive, Juno Beach, FL 33480.

Latest Development: August 8, 2024: LRD Attorney comprehensive Legal Demand letter to the Town of Juno Beach Attorney Len Rubin to set forth the legal justifications the Town of Juno Beach is entitled to not issue the final Certificate of Occupancy due to the health, safety and welfare violations of the 844 Owner in building new home improvements on top of existing man hole and gravity main serving multiple properties.

History:

Oct 12 2022 LRD Attorney Legal Opinion existing Manhole & gravity main line installed by developer in 2005 serving the Oceanside project development permits a reasonably sized home to be designed and constructed in accordance with the District’s Construction Standards.

Oct 26 2023 LRD Attorney advising attorney for Coastal the home under construction is being built in violation of the District’s Construction Standards, must be addressed by home improvements relocated/reconstructed or manhole and gravity main line re-routed so as not to be in violation of the District’s Construction Standards.

Oct 2023-Jan 2024 LRD Attorney & Coastal Attorney in communications for resolution.

Jan 31 2024 Coastal letter to Town of Juno Beach requesting extension of Building Permit #21-9596 seeking extension of Permit expiring blaming delay on manhole alleged not located properly by the District and requesting February 28, 2024 Town Council meeting to address the extension.

Feb 1 2024 LRD Deputy Director official letter providing response to Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

Feb 28 2024 Town of Juno Beach granted extension of Building Permit to June 1, 2024.

March 13, 2024 LRD Attorney communication to Attorney for Coastal of the representation made to Town of Juno Beach to get the extension by Coastal that Coastal is working with LRD to resolve the manhole issue.

March 27, 2024 Coastal Attorney confirmation in contact with Clark Cryer Engineer regarding preparing plans for new manholes to replace manhole in violation of District standards.

April 2024 Coastal Attorney email reporting Clark Cryer Engineer not communicating.

June 1, 2024 Building Permit expired with the Town of Juno Beach and not extended.

June 7, 2024 LRD response to Estoppel letter request sending copy of the Feb 1 2024 Deputy Director letter to the Town of Juno Beach addressing the manhole and gravity main line facts and circumstances.

July 2, 2024 LRD cooperates with Owner's request for Encroachments of Pool and Gas Line for Pool Heater into the Utility Easement, and reiterating the VIOLATION of the home built on top of the Manhole and Sewer transmission lines must be CURED in order for District to approve as condition prior to Town of Juno Beach issuing a Certificate of Occupancy for the home.

August 5, 2024 No Change in status. Owner's Building Permit expired.

LRD vs. YComm, IDD, NextCity, Enegiz. \$42,021.74 Damage to LS134-FM02

June 28, 2024 LRD Attorney Demand Letter to 6 defendants with Joint & Several liability demanding \$42,021.74 damage claim be paid to LRD.

July 22, 2024 Communications with YComm's attorney that YComm takes responsibility and put in a claim to IDD's insurance policy, and NextCity's attorney (a division of FPL) that will make sure LRD gets paid.

August 2024 LRD Attorney communications with the CNA Insurance Claims adjustor, and preparation of LRD Attorney demand letter to the Defendant's c/o the CNA Claims adjustor Jake Hart to comprehensively set up the Claim for Damages.

LIEN FORECLOSURES

NONE

MORTGAGE OR LIEN FORECLOSURES / LRD COUNTERCLAIMS/CROSSCLAIMS

NONE

Loxahatchee River Environmental Control District



Client Manager:

Sira Jockey Prinyavivatkul

sprinyavivatkul@baxterwoodman.com

Project Status Report Issued On: 8/29/2024

Project Title/Job	Project Description	Project Manager	Tasks Completed This Period	Milestones Next Period/ Due Date	Non-Scope Work	Action Items
Control Panel & Telemetry Installa PO 23-0164 Job Number: [0221297.00]	Design, permitting, bidding, and construction services for the improvements to 34 lift station control panels and associated miscellaneous improvements.	Rebecca Travis 561-425-7715 rtravis@baxterwoodman.com	7/29/24 - District requested to hold project until June 2025.	7/29/24 - District requested to hold project until June, 2025. 9/6/24 - Revised LS 228 Plan submittal.		7/29/24 - District requested to hold project until June, 2025. 9/6/24 - Revised LS 228 Plan submittal.
IQ511 Electrical and I&C Assessment (PO 24-0589) Job Number: [2326308.00]	Electrical and instrumentation & controls assessment of reclaim pump station IQ511.	Jockey Prinyavivatkul 561-425-7718 sprinyavivatkul@baxterwoodman.com	06/01/24 - 06/19/24 - Prepare DRAFT Electrical and I&C Assessment for review. 06/30/24 - Internal review of Submit DRAFT Electrical and I&C Assessment. 07/01/24 - Submitted DRAFT Electrical and I&C Assessment. 07/15/24 - Conducted DRAFT review meeting. 07/16/24 - Issued DRAFT review meeting minutes. Received response from District on questions presented by EDA. 07/29/24 - LRECD confirmed that FINAL Electrical and I&C Assessment will not include grounding test and will be performed by LRECD in the future. 07/30/24 - FINAL internal review. 07/31/24 - Submitted FINAL Electrical and I&C Assessment 08/23/24 - Received comments on FINAL Electrical and I&C Assessment from LRECD 08/26/24 - Submitted FINAL Electrical and I&C Assessment comments from LRECD to EDA to update.	9/30 - Submit updated FINAL Electrical and I&C Assessment.		
Headworks Facilities, Diversion Structure A and Diversion Structure B Rehabilitation (PO #24-0767) Job Number: [2400584.00]	Design and bidding services for the rehabilitation of the Headworks Facilities, Diversion Structure A, and Diversion Structure B located at the Wastewater Treatment Plant.	Adam Radi 815-444-4411 aradi@baxterwoodman.com	8/29/24 - 90% Design Submittals	9/12/24 - 90% Design Meeting 9/26/24 - Submittal Final Design Documents to District		LRD: None B&W: 1. Prepare Final Design Documents after 90% Design Meeting with District.
Vacuum Truck Dump Pit Improvements (PO # 24-0827) Job Number: [2400812.00]	Development of a preliminary engineer's opinion of probable construction cost for the improvements to the existing vacuum truck dump pit at the Wastewater Treatment Plant.	Jockey Prinyavivatkul 561-425-7718 sprinyavivatkul@baxterwoodman.com	06/01/24 - Coordination commenced with Palm Beach County Building Department and Planning and Zoning. 06/10/24 - Structural and civil review of proposed improvements. Commence cost estimations. 07/12/24 - Internal review of DRAFT preliminary engineer's opinion of probable construction cost. 07/18/24 - Submitted of DRAFT preliminary engineer's opinion of probable construction cost. 08/23/24 - LRECD confirmed approval of the DRAFT preliminary engineer's opinion of probable construction cost and requested a the FINAL version. 8/23/24 - Final Preliminary EOPC emailed to the client.			
Anaerobic Selector Zone Pilot Test & Process Aeration System Energy Efficiency Evaluation (PO # 24-0380) Project Number: [2325824.00]	Assessment and Evaluation of an anaerobic selector zone and the activated sludge aeration system located at the Wastewater Treatment Plant.	Brent Perz 815-444-4403 bperz@baxterwoodman.com	7/29/24 ‐ Initiated review of HRSD Minion large-bubble mixing 8/14/24 - Initiated data review of energy efficiency study	As applicable per Action Items		1. B&W: Respond to inquiry RE: HRSD Minion 2. B&W/LRD: Schedule a working meeting to begin updating implementation approach and schedule



HOLTZ CONSULTING ENGINEERS, INC.
270 South Central Boulevard, Suite 207, Jupiter, FL 33458 (561) 575 2005

MEMORANDUM

To: Kris Dean, PE, Deputy Executive Director, Loxahatchee River Environmental Control District
From: Christine Miranda, PE, Holtz Consulting Engineers, Inc.
Date: September 12, 2024
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 September 12, 2024. **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

- The lift station has successfully been put on bypass and the wet well work has commenced. The new wet well riser work is underway with the connection work and concrete collar completed. HCE continues to provide responses to Requests for Information (RFIs) provided by the Contractor.

Schedule Update:

The current contract completion date was August 12, 2024. The Contractor's most recent schedule provided reflects substantial completion occurring by December 24, 2024. HCE has reviewed and accepts the schedule as submitted as well as the documented delays outside the control of the Contractor. HCE is in the process of preparing a no-cost contract schedule extension change order for consideration and approval by the District.

Country Club Drive Force Main Transmission System Preliminary Evaluation

- *The District is currently reviewing the different methodologies that can be utilized for flow projections and will be providing feedback to HCE for finalization of the technical memorandum.*

Schedule Update: *Per the work authorization agreement, upon receipt of final information from the District on the draft memorandum, the final memorandum will be prepared and submitted within two weeks.*

Lift Station Telemetry Improvements

- The LS193 change order has been processed. HCE has attended multiple site visits with District staff and the Contractor to witness and refine I/O check out procedures. HCE has also joined District staff and the Contractor on-site for re-uploading SCADA configurations and



continues to coordinate with the Contractor for ongoing SCADA issues and ensuring the completion of punch list items.

Schedule Update: The current contract Substantial Completion date is October 14, 2024, and Final Completion date is December 18, 2024.

Lift Station No. 050 Emergency Generator

- The bid opening was held on August 20, 2024. The lowest responsive and responsive bidder was C&R Technical, LLC in the amount of \$279,000. A recommendation of award is being presented at the September board meeting for approval.

Anaerobic Digestion and Biogas Utilization Study

- Additional review comments were received by the District. All comments were addressed, and the final study was transmitted to the District on September 3, 2024. This project is now complete.

Emergency Response ESRI Collection Tool & Synovia Vehicle Tracking Assistance

- *No new activities have occurred for this work.*

**Loxahatchee River Environmental Control District
9278 Indiantown Road/20 Acre Site
Phase I – Remediation
LRECD PO#23-804 / KCI 482021095.02**

Progress Report

To: Mr. Kris Dean, P.E., Deputy Executive Director/Director of Engineering
From: Robert Zuccaro, PE, Env SP KCI Sr. Project Manager
Date: September 12, 2024

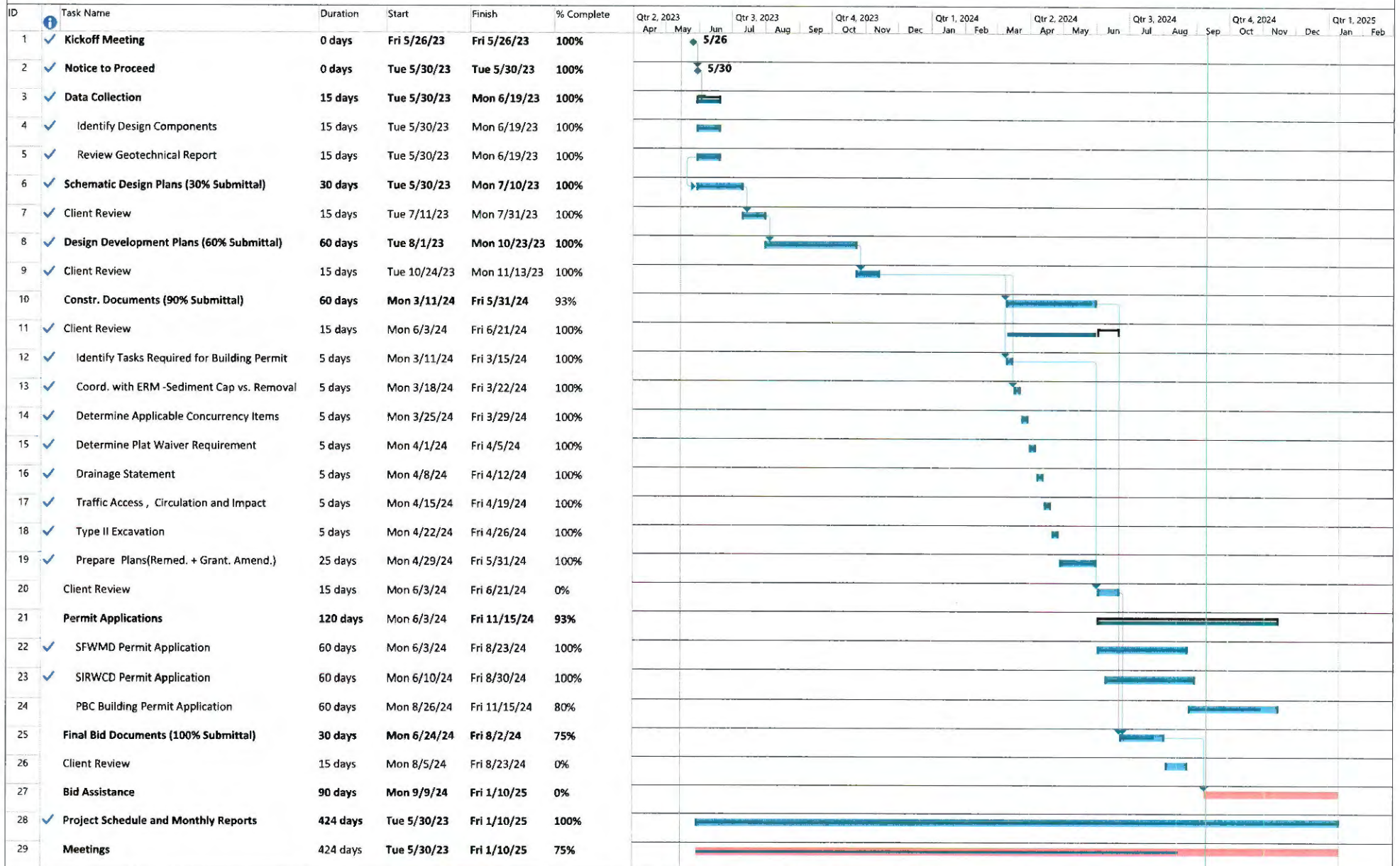
ACTIVITIES

KCI Technologies progress report updates for the current billing period are:

Activities and Support:

- Task 1 - **Kick Off Meeting:** 100% Complete
- Task 2 - **Data Collection:** 100% Complete
- Task 3 - **Schematic Design Plan:** *100% Complete
- Task 4 - **Design Development Plan:** 100%
- Task 5 – **Meetings:** 75%
- Task 6 – **Construction Document Plans:** 93% Complete
- Task 7 – **Final Bid Documents:** 75%
- Task 8 – **Bid Assistance:** 0%
- Task 9 – **Project Schedule and Monthly Reports:** 100%
- Task 10 – **Site Plan:** *80%
- Task 11 – **Site Plan -Building Permit Processing:** *80%
- Task 12 – **Traffic Statement & Access Management** *95%

*Note that Tasks 3, 10, 11 and 12 have increased scope and fee due to supplemental work order for amenities added per approved grant funds (Amendment No.1-3)



Project Schedule
Date: 09/12/24

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

September 5, 2024

Re: **County Line Road Reclaimed Water Main Relocation/R23007 Project Update**


1. For August 2024, the following was completed.

- Continued discussion with Kris on combining the LRD and Tequesta projects, bidding as one project.
- Received FDEP ERP for the Tequesta portion of the work on August 22nd.
- Held a meeting in Tequesta (August 13th) with LRD to discuss entering into an Interlocal Agreement, with LRD being the lead.
- Prepared draft work authorization to have KHA combine the LRD/Tequesta project into one bid document and outlined construction services, with a breakdown on costs per LRD/Tequesta to be used in Interlocal

2. For September 2024, we will be doing the following.

- Approval of Interlocal Agreement and KHA work authorization referenced above.
- KHA to proceed with developing one (1) common set of plans/specifications for bidding.

KIMLEY-HORN AND ASSOCIATES, INC.



Thomas C. Jensen, P.E.
Sr Project Manager

September 5, 2024

Re: ***R24039/AC FORCE MAIN REPLACEMENT
A1A FROM JUPITER BEACH ROAD TO INDIANTOWN ROAD
Project Update***

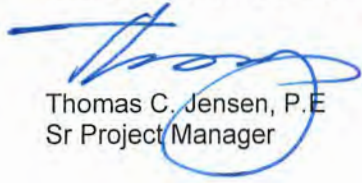
1. For August 2024, the following was completed.

- Perform additional soft digs to determine force main transition from AC pipe to PVC pipe.
- Additional field work by KHA to determine directional bore location and lay down areas.
- Prepare plans showing results of above findings.

2. For September 2024, we will be doing the following.

- Held a meeting with LRD staff on 9/4 to review our 30% design plans and updated OPC.
- Submit 30% design plan package to LRD.
- Provide additional coordination with Jupiter and PBC for our proposed work.
- Commence with 90% design plans.

KIMLEY-HORN AND ASSOCIATES, INC.



Thomas C. Jensen, P.E.
Sr Project Manager

September 12, 2024

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

Ref. No.: C0089.40
Subject: Loxahatchee River Subaqueous Forcemain Replacement (PO No. 22-0911)

Dear Kris:

Below is our Monthly Update through September 11, 2024.

- **FDEP Permit Application (No. 50-0433593-001-EI):** Permit issued.
- **USACE Permit:** Permit issued.
- **Advertising for Project Bids (LRD):** The project was bid on July 23, 2024.
- **FEC Permit:** Application submitted on September 9, 2024 with request for expedited review. Expedited review determination is anticipated to be issued by September 13, 2024.
- **Recommendation of Award Letter:** Issued to LRD on September 11, 2024.
- **Expected Award of Construction Contract:** Anticipated before the bid expiration date of October 21, 2024.

Sincerely,
Mock, Roos & Associates, Inc.

John Cairnes, P.E.
Senior Project Manager

GGG:jsj
Copies: Garry G. Gruber, P.E.
Spencer Schroeder, P.E.
Tyler Thompson, P.E.



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 |





LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: Governing Board
 From: Kara Fraraccio, Director of Finance and Administration
 Date: September 13, 2024
 Subject: Monthly Financial Report

Cash and Investments Balance

Balance as of August 31, 2024

Institution	Rate	Book Value	Monthly Change in Investment	Market Value
U.S. Treasuries:				
U.S. Treasuries - Due 09/26/24	5.31%	\$ 7,905,622	\$ 39,555	\$ 8,083,134
U.S. Treasuries - Due 10/03/24	5.34%	4,192,880	20,284	4,231,795
U.S. Treasuries - Due 10/31/24	5.25%	1,505,495	6,975	1,512,470
U.S. Treasuries - Due 12/31/24	4.25%	4,043,497	3,811	4,054,202
Subtotal		\$ 17,647,494	\$ 70,625	\$ 17,881,601
Investment Accounts:				
Florida Prime - SBA	5.48%		\$ 37,084	\$ 8,001,841
Florida FIT - Preferred Cash Pool	5.27%		30,853	6,929,140
Bank United - Public Funds Reserve	4.88%		8,997	2,181,307
Subtotal			\$ 76,934	\$ 17,112,288
Cash Account:				
Truist-Hybrid Business Account	3.30%		\$ 14,166	\$ 7,104,068
Schwab Sweep Account	0.45%		24	24,396
Subtotal			\$ 14,190	\$ 7,128,464
Total			\$ 161,749	\$ 42,122,353

Investment Policy Compliance

Performance Measurements

Average weighted rate of return on investments is: 4.87%. As of 08/31/24, 3-month U.S. Treasuries were 5.21% and the 1-month Federal Fund Rate was 5.33%. The District's average weighted rate of return on investment of 4.87% is lower than our benchmark because we have \$7.1 million in our business checking account, which earns just over 3%.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

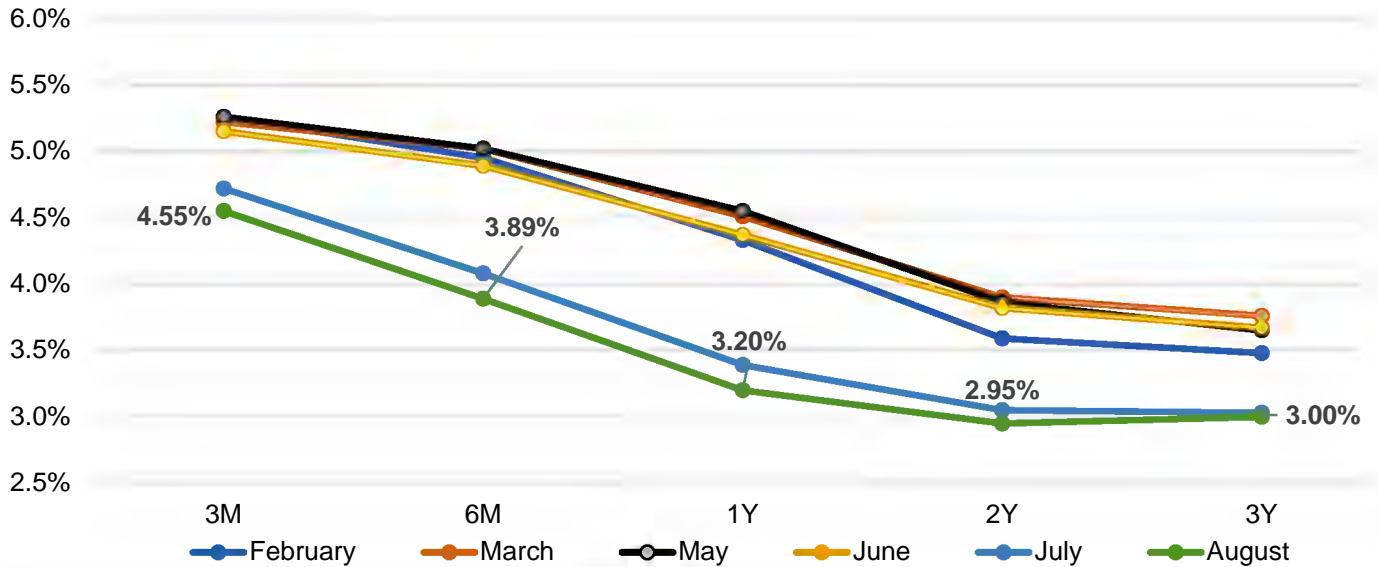
Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

At this time staff believes it is still best to invest in short term maturities as short-term rates are higher than long term rates (e.g. the September 6th, 3-Month treasury rate of 5.13% vs. the 2-Year rate of 3.66%). This inverted yield curve is shown in the chart below. We will continue to monitor the yield curve and evaluate our options during this abnormal market.

Market Expectations for U.S. Federal Reserve Rate



*Data as of August 31, 2024.

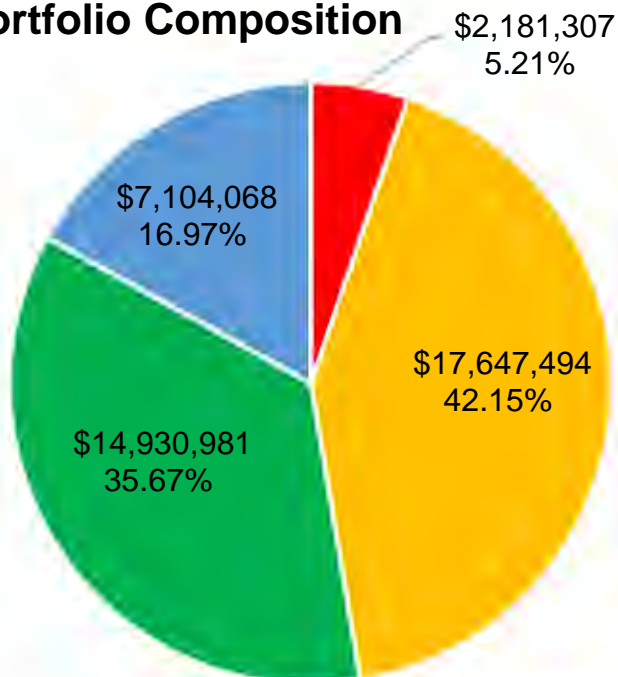
Portfolio Composition

The percentage allocation for investment types is presented below. The percentage allocation requirement for investment types is calculated based on the market value at the time of purchase. All investments percentages are in compliance with the District’s Investment Policy.

Portfolio Composition

Investment Type and Max Allowed

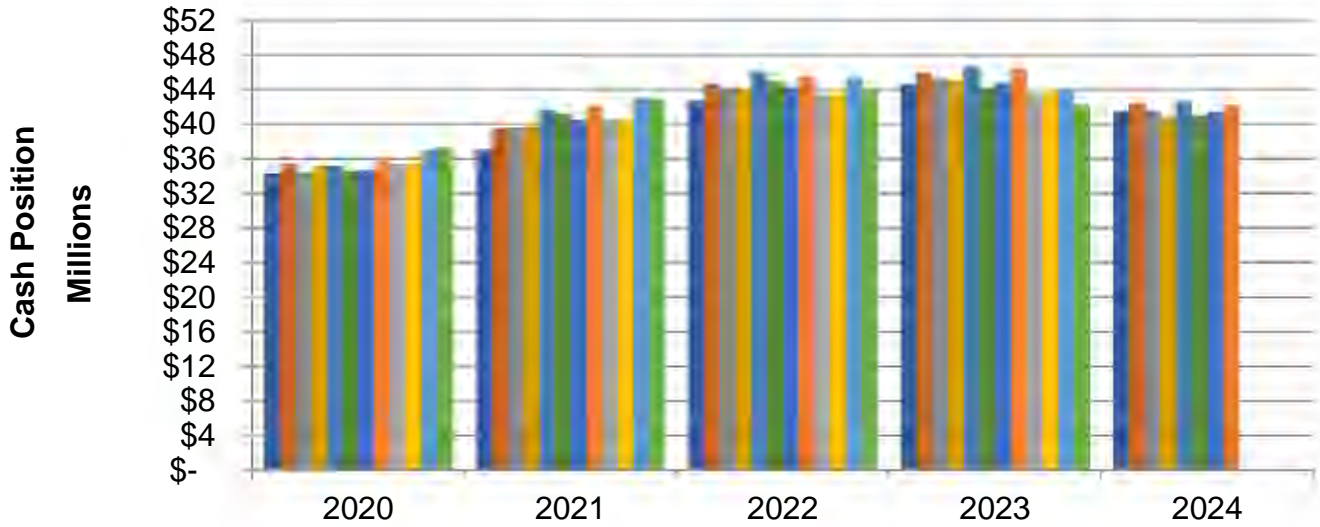
- QPD Money Market - 100%
- U.S. Treasury - 100%
- Local Government Investment Pool - 50%
- QPD Hybrid Checking Account - 100%



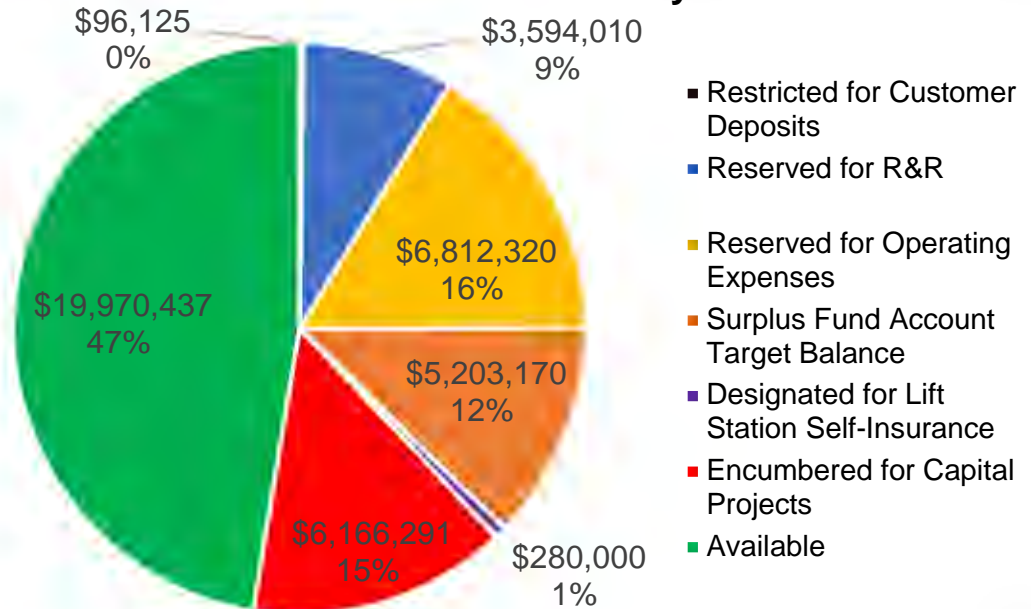
Cash Position

Cash position for August 2023 was \$46,355,162. Current Cash position is down by \$4,232,809.

Cash On-Hand



Cash Reserve vs. Available Summary



Financial Information

- Legal fees billed in August were \$5,248. The fiscal year-to-date total is \$75,490.
- Estoppel fees collected in August totaled \$4,920. The fiscal year-to-date total is \$61,205.
- There was no septage billing in August.
- Developer’s Agreement – There were no new Developer’s Agreements in August.
- I.Q. Water Agreements – Antigua is past due for August.

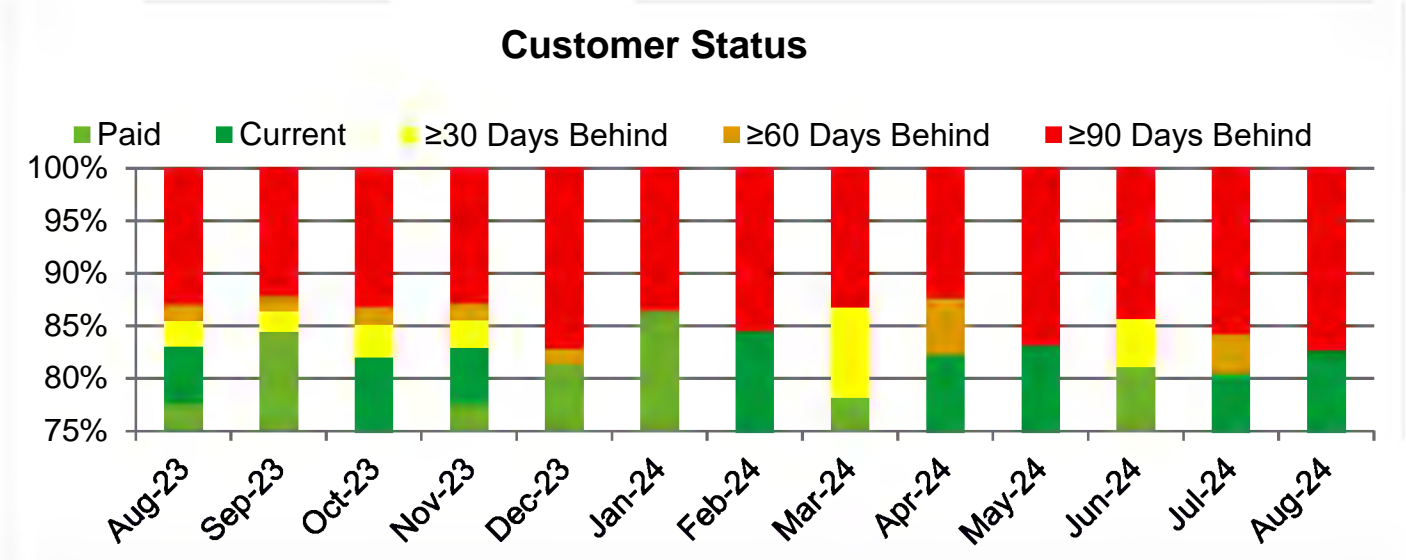
Summary of Budget vs. Actual

<i>Budget Benchmark</i> 91.67%	Aug-24 Actual	YTD Actual	FY 24 Budget	Favorable (Unfavorable)	Budget Expended	Aug-23 YTD
Revenues						
Operating Revenues						
Regional Sewer Service	\$ 1,556,537	\$ 17,135,727	\$18,528,000	\$ (1,392,273)	92.49%	\$16,495,402
Standby Sewer Service	10,712	111,986	79,000	32,986	141.75%	104,024
IQ Water Charges	205,755	2,214,216	2,417,000	(202,784)	91.61%	2,163,368
Admin. and Engineering Fees	906	39,219	80,000	(40,781)	49.02%	66,880
Other Revenue	53,130	605,121	511,285	93,836	118.35%	481,814
Subtotal Operating Revenues	1,827,040	20,106,269	21,615,285	(1,509,016)	93.02%	19,311,488
Capital Revenues						
Assessments	\$ 4,924	\$ 1,125,793	1,082,000	43,793	104.05%	1,262,512
Line Charges	6,267	274,037	450,000	(175,963)	60.90%	438,516
Plant Charges	11,715	383,840	700,000	(316,160)	54.83%	664,423
Capital Contributions	1,750	1,750	250,000	(248,250)	0.70%	959,625
Subtotal Capital Revenues	24,656	1,785,420	2,482,000	(696,580)	71.93%	3,325,076
Other Revenues						
Grants		27,200	100,000	(72,800)		5,126
Interest Income	163,592	2,413,193	1,847,400	565,793	130.63%	1,931,840
Subtotal Other Revenues	163,592	2,440,393	1,947,400	492,993	125.32%	1,936,966
Total Revenues	\$ 2,015,288	\$ 24,332,082	\$ 26,044,685	\$ (1,712,603)	93.42%	\$ 24,573,530
Expenses						
Salaries and Wages	\$ 568,267	\$ 6,555,378	\$7,863,800	\$ 1,308,422	83.36%	\$6,181,008
Payroll Taxes	41,679	475,107	559,200	84,093	84.96%	446,951
Retirement Contributions	83,058	988,379	1,204,100	215,721	82.08%	901,703
Employee Health Insurance	132,387	1,438,442	1,995,200	556,758	72.10%	1,490,118
Workers Compensation Insurance		64,135	75,800	11,665	84.61%	65,588
General Insurance		492,629	499,730	7,101	98.58%	442,635
Supplies and Expenses	95,350	1,005,720	1,243,362	237,642	80.89%	1,046,548
Utilities	116,804	1,455,163	1,860,071	404,908	78.23%	1,508,384
Chemicals	56,913	478,226	519,000	40,774	92.14%	562,611
Repairs and Maintenance	190,904	2,136,284	2,088,909	(47,375)	102.27%	1,594,285
Outside Services	149,725	1,897,179	2,302,800	405,621	82.39%	1,786,177
Contingency			225,000	225,000	0.00%	
Subtotal Operating Expenses	1,435,087	16,986,642	20,436,972	3,450,330	83.12%	16,026,008
Capital						
Capital Improvements	\$ 477,318	\$ 8,322,639	12,697,473	4,374,834	65.55%	6,582,538
Subtotal Capital	477,318	8,322,639	12,697,473	4,374,834	65.55%	6,582,538
Total Expenses	\$ 1,912,405	\$ 25,309,281	\$ 33,134,445	\$ 7,825,164	76.38%	\$ 22,608,546
Excess Revenues						
Over (Under) Expenses	\$ 102,883	\$ (977,199)	\$ (7,089,760)	\$ 6,112,561		\$ 1,964,984

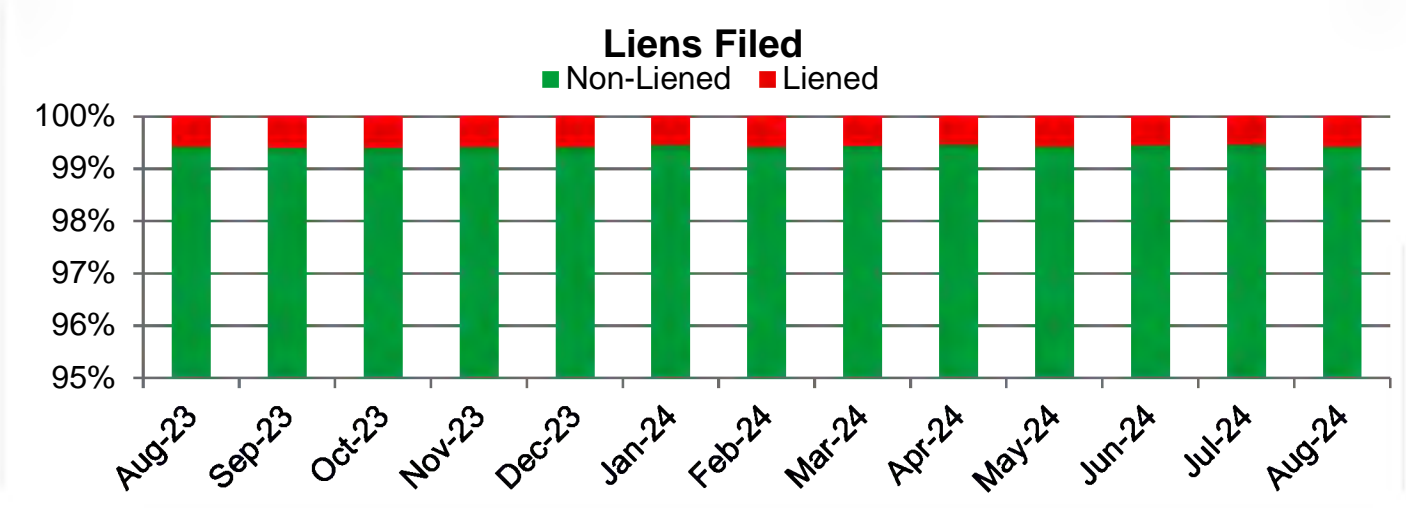
Total Capital expenses incurred and encumbered totalled \$13,550,797 or 106.72% of the capital budget. This includes funds encumbered in a prior fiscal year for projects that stretch across multiple fiscal years.

Accounts Receivable

The District’s third quarter billing was \$4,673,436, of this amount \$3,860,493 represents customer balances that are either paid or current. The chart below illustrates customers’ receivable status as a percentage of quarterly sewer billing. Paid or current balances represent approximately 83.0% billing.



The District serves approximately 33,436 customers. Currently, the District has 197 liens filed which represent approximately 1.0% of our customers.



Pending/Threatened Litigation

- No pending or threatened litigation.

Sonoma Isles Update

The delinquent IQ Water Billing for Sonoma Isles issue has been resolved. On August 28, 2024, the District and Sonoma Isles entered into a settlement agreement where Sonoma Isles agreed to pay the delinquent balance and future contractual balances in full. A payment plan has been issued, and the District has received the initial payment of \$73,464.41 plus the first monthly instalment of \$3,408.39. Monthly minimum payments of \$3,408.38 will be due until the end of the initial agreement in July 2026. Sonoma Isles has agreed to pay the District in accordance with the payment plan and make the regular monthly payments as they become due.

Retirement Plan Administrative Committee Update

On September 10, 2024, the Retirement Plan Administrative Committee met in the Governing Board room to discuss the Second Quarter Retirement Plan results. As of June 30, 2024, the Plan had 92 participants with participant assets totalling \$14,822,792; an average of \$161,117 per participant and a median of \$69,158. The majority of the Plan's balance continues to be in the Self-directed Brokerage accounts (50.4%); however, that percentage continues to decline with new contributions coming in and going to the funds in the Core Line-up. Mr. Wan, with Burgess, Chambers, and Associates (BCA), recommended the removal of Western Core Plus from the Plan's core line up due to poor performance and the sudden departure of the Head of Broad Markets and portfolio manager last quarter. Mr. Wan recommended Allspring Core Plus (STYJX) as a replacement fund. All other funds in the core investment line up were deemed to meet fundamental credentials.

The Administrative Committee passed the following motion:

“That the Administrative Committee recommend to the District Governing Board adding Allspring Core Plus (Ticker: STYJX) as a replacement for Western Asset Core Plus Fund.”

The Administrative Committee also discussed the possibility of offering participants an optional 457 Retirement Plan option. LRD staff obtained pricing from both Empower and the State of Florida Retirement fund. The Administrative Committee discussed both options in detail. After consideration of the various factors, the Administrative Committee passed the following motion:

“That the Administrative Committee recommend that the District Governing Board authorize the Executive Director to enroll the District into the Florida Deferred Compensation Plan, through the State of Florida Department of Financial Services Bureau of Deferred Compensation.”



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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

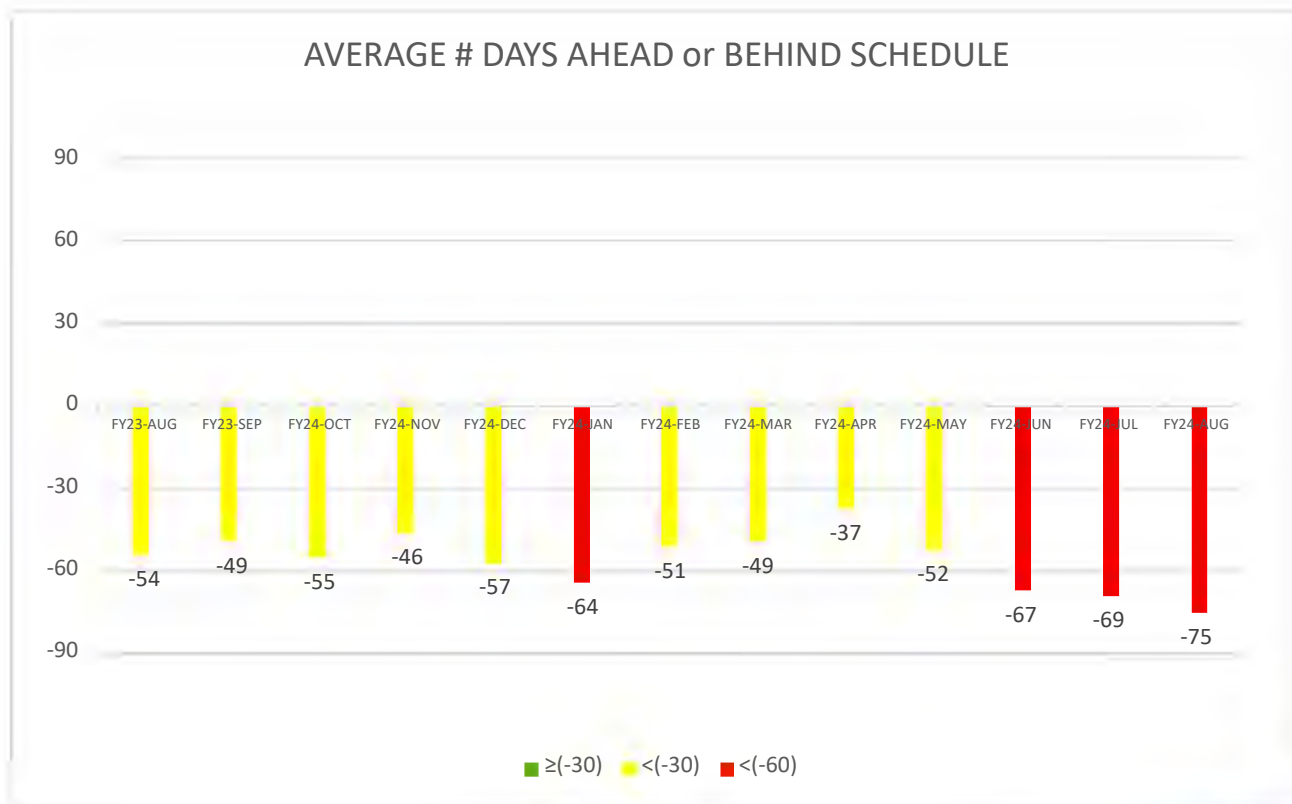
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MEMORANDUM

TO: D. Albrey Arrington, Ph.D., Executive Director
FROM: Kris Dean, P.E., Deputy Executive Director
Courtney Jones, P.E., Director of Engineering
DATE: September 9, 2024
SUBJECT: Capital Program and Engineering Services Report

Capital Projects

Capital Schedule (FLOAT = -75 Days)



Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Notable delays to the Capital Program are listed below.

R##### (Various projects) – Lining Program – While the majority of work has been completed, outstanding issues requiring contractor correction or District action need to be resolved. Staff are working with the contractor for resolution.

N21003 – Lift Station Telemetry – An issue with the system has been identified and a solution developed. Staff are awaiting a schedule from the contractor.

N23004 – Lift Station 050 Emergency Generator – See Tab 5B. The schedule will be updated based on the construction contract.

R19011 – Lift Station 082 Conversion – The contractor has mobilized and is scheduled for completion in December 2024. The consultant and contractor are currently evaluating project status and basis for delays.

R20036 – Loxahatchee River Subaqueous Force Main Replacement – See Tab 6E. The schedule will be updated based on the construction contract.

R23010 – WWTP Electrical Systems Upgrades – Phase 1 –Award is currently scheduled for December 2024. The procurement process has been delayed based on available contracts.

R24009 – Anaerobic Selector Zone Pilot Testing and Aeration Basin Process Aeration System Study –Staff and the consultant continue efforts to finalize a pilot testing plan including investigation of alternate technologies. Delays are impacting the overall capital program but are warranted to ensure an effective pilot test.

R24011 – IQ518 Pump Rebuilds – The manufacturer is waiting on parts. Completion is currently scheduled for October 2024.

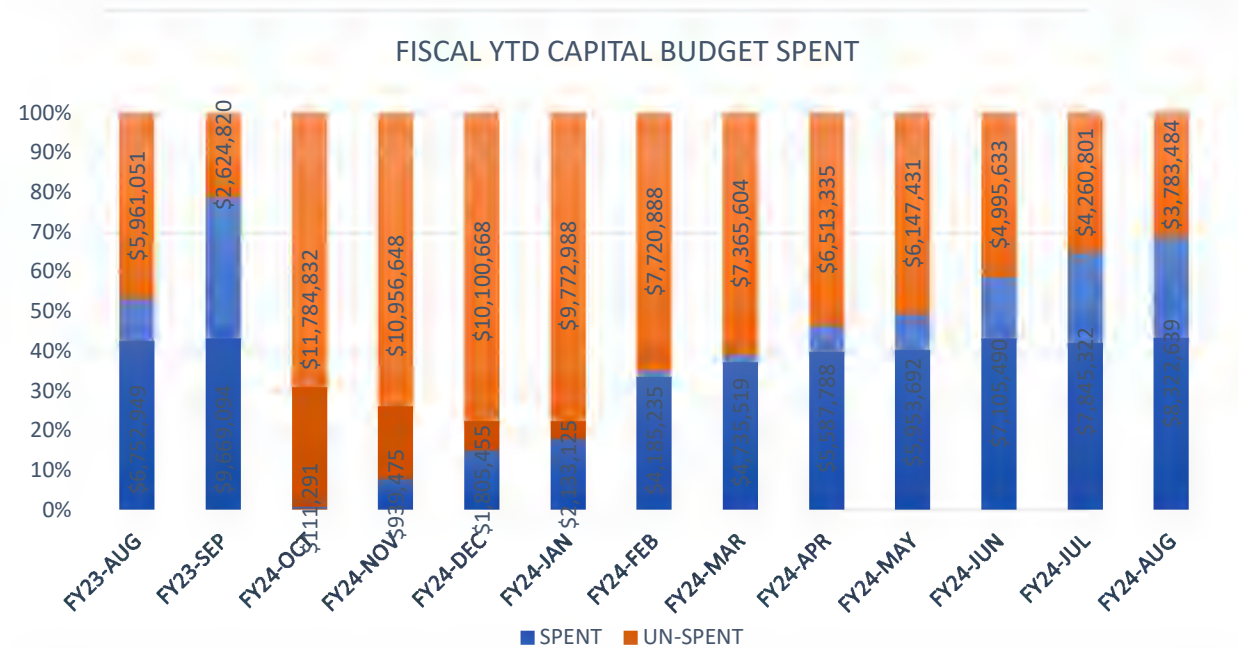
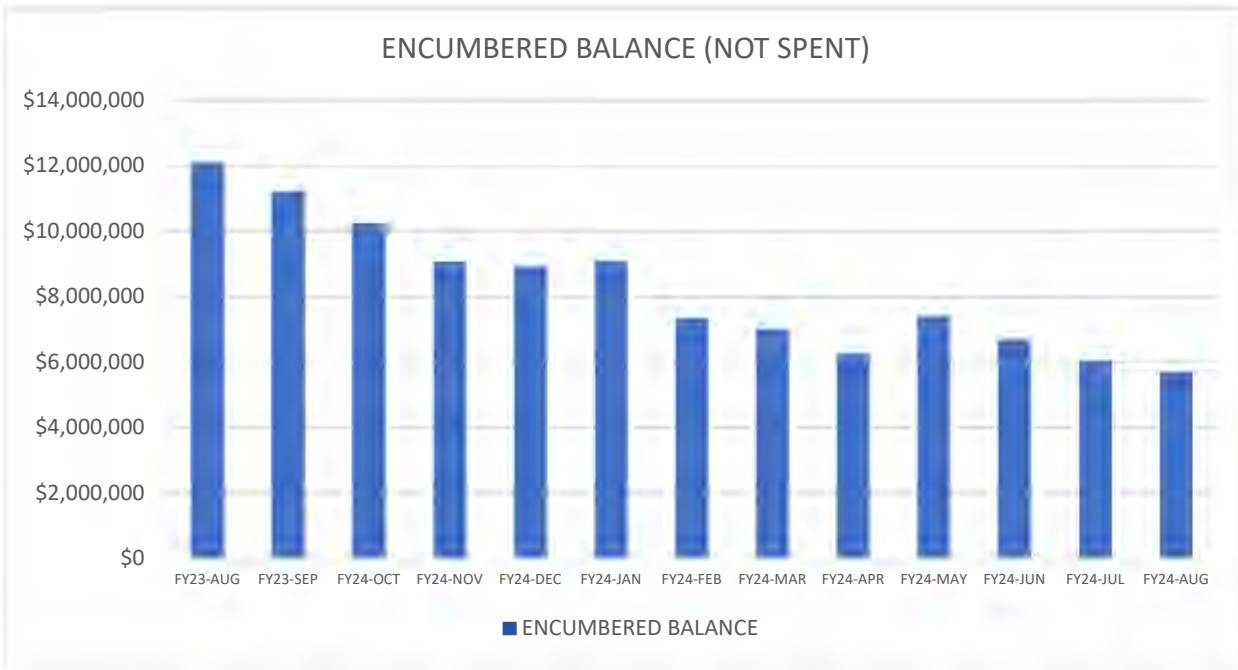
R24039 – Alternate A1A AC Force Main Replacement – conflicts identified during the 30% design process took longer to resolve than originally planned. The horizontal location of the replacement force main has been finalized and staff will work with the consultant on schedule recovery options through September.

Construction delays have the largest impact to the negative float (72% from 14 projects total). Staff are working with consultants and contractors to close out punchlist items and implement recovery schedules.

The overall negative (-) float is attributed to the following causes:

Construction Delays:	72%
Supply Chain Issues:	6%
Design/Permit/Bid:	16%
Late Start:	0%
Planning Contracts:	6%

Capital Budget



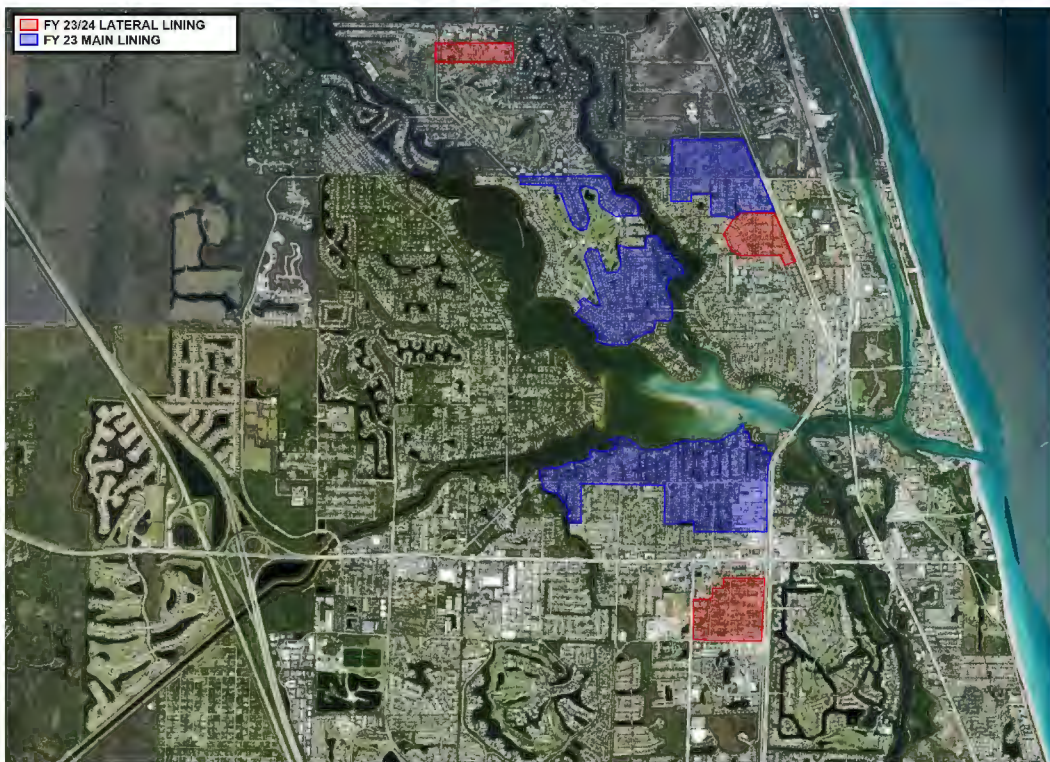
Project Updates

Science Center and Jupiter Inlet Lighthouse Outstanding Natural Area (aka: BLM House Renovations): Staff are evaluating alternate renovation approaches in-house based on revised layouts that have been coordinated with the River Center. Additionally, River Center staff are working on minimal site facilities to allow baseline programming to occur on the site. Facilities include a chickee hut and storage building, both of which are funded by a grant from the Bureau of Land Management.

20 Acres/9278 Indiantown Road: The Board approved the DEP Grant Agreement for the LRPI funding to construct parking facilities, a chickee hut, and nature trails on the 20 acres site. The consultant is working on the revisions and coordinating with PBC Planning and Zoning for concurrency.

In-house Projects

Gravity System Rehabilitation – Cleaning, TV Inspection and Lining:



Main lining work is complete in LS018, LS041, and LS054 systems.

The Board awarded lateral lining contracts for LS018, LS041 and LS054 in November 2022. A preconstruction meeting was held on January 11, 2023. The Contractor is currently working on lateral lining in all 3 systems.

The Board also awarded main lining contracts for LS050 in November 2022 and LS070 and LS071 in December 2022. Work commenced in January 2023. Main lining work in LS050 is completed. Main lining work in LS070 and LS071 is substantially complete and project is in punchlist/closeout with 1 remaining punchlist item to be completed in September 2024.

In April 2023, the Board awarded a main lining contract for LS011, LS012, LS014, LS027 and LS190 collection systems. Contractor began cleaning and CCTV work in these systems in August 2023 and has started lining in these systems as of September 2023. Project is substantially complete with punchlist items remaining to reach final completion.

In November 2023, the Board awarded a lateral lining contract, which is planned to cover a portion of the LS050 system laterals. Pre-construction meeting was held on December 7, 2023. Construction commenced in March 2024. In May 2024, the Board re-authorized this PO for Phase 2 of this project. In August 2024, the Board re-authorized this PO for Phase 3 (final phase) of this project. Construction in progress.

Staff utilized a piggyback contract mechanism to contract for select main lining work identified by field inspections.

Contractor General Services Work:

Lift Station Rehabilitations General Construction Services:

Lift Station	Inspection	Design	Procurement	Construction
230	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
148	COMPLETE	COMPLETE	IN-PROCESS	-----
152	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
169	COMPLETE	IN-PROCESS	-----	-----
081	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
167	COMPLETE	COMPLETE	COMPLETE	IN-PROCESS
072	COMPLETE	IN-PROCESS	-----	-----
177	COMPLETE	COMPLETE	IN-PROCESS	-----
LP1260	COMPLETE	COMPLETE	IN-PROCESS	
039	COMPLETE	IN-PROCESS	-----	-----

Collections System / Operations Rehabilitation:

Staff utilized general services contracts (24-001-00131 WW / IQ General Construction Services, 22-005-0115 General Services – Electrician Services, and 24-006-00136 – General Electrician Services) to contract for the following collection system rehabilitation projects.

Pre-construction meeting for this work was held on September 8, 2023. The projects that are under construction / not yet completed are as follows:

- LS051 – Replace disconnect– Work awaiting issuance of PBC permit.

Pre-construction meeting was held on November 16, 2023. The projects that are under construction / not yet completed are as follows:

- Ground Rod Installation - LS002, LS005, LS013, LS059, LS070, LS073, LS106, LS136, LS145, LS146, LS147, LS179, LS193, LS199, LS231- Construction in progress.

Pre-construction meeting was held on August 8, 2024 for the following projects:

- LS066 meter can replacement
- LS300 electrical service repair
- ABS03 breaker panel replacement
- LS089 disconnect replacement
- LS088 electrical conduit and strut replacement
- LP0402 disconnect replacement
- LS070-MH001 & LS231-MH002 drop bowl installations

Pre-construction meeting was held on August 22, 2024 for the following projects:

- 8 Pine Hill Trail E – service lateral point repair and associated roadway work
- 61 Pine Hill Trail East / 81 Teakwood Circle – roadway work to address depression from previous repair
- 13 & 15 Oake Ridge Lane - roadway work to address depression from previous repair
- 3 Shady Lane – service lateral point repair and associated roadway work

Neighborhood Sewering/Remnant Properties:

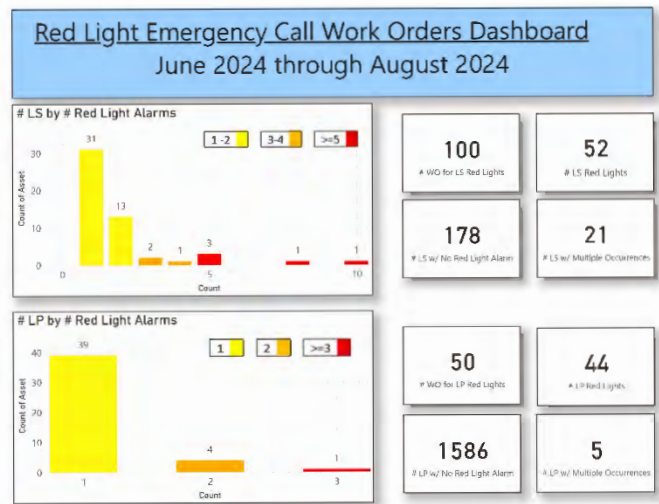
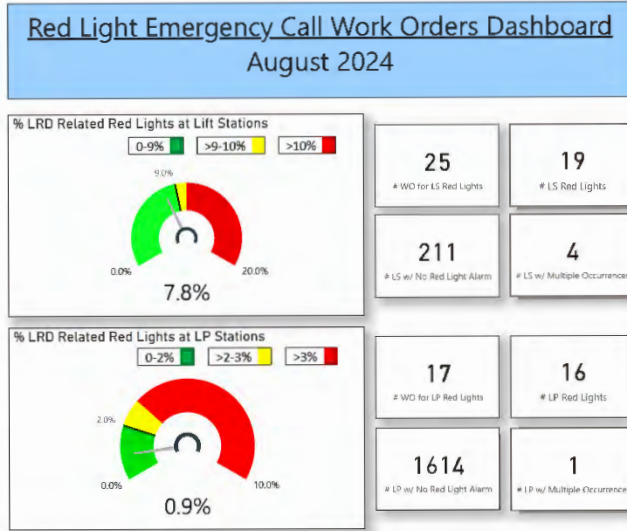
SE Indian Hills Drive: Staff held a neighborhood sewerage meeting with the property owners and representatives of the POA on March 5, 2024 where 3 design alternatives were presented. The property owners requested a 4th design alternative which was provided on March 21, 2024. All property owners have provided the required easements and selected to proceed with Option 4. Project is currently in permitting.

2966 Jamaica Drive: The project includes extension of existing low-pressure force main with 1 service to be installed in existing roadway ingress/egress easement. Design and permitting are complete. Construction in-progress.

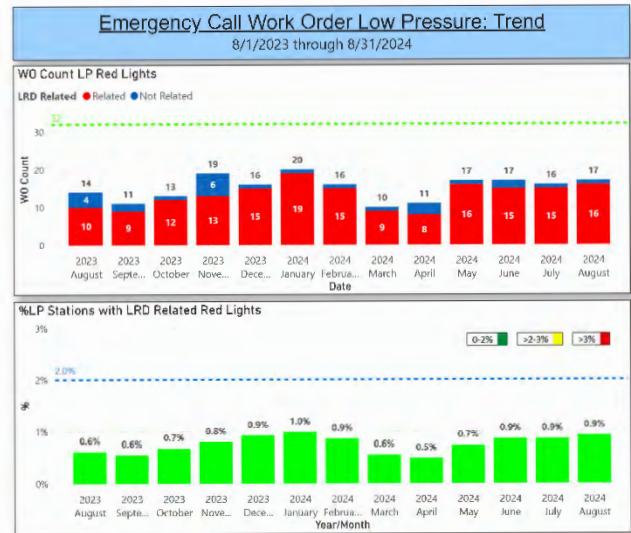
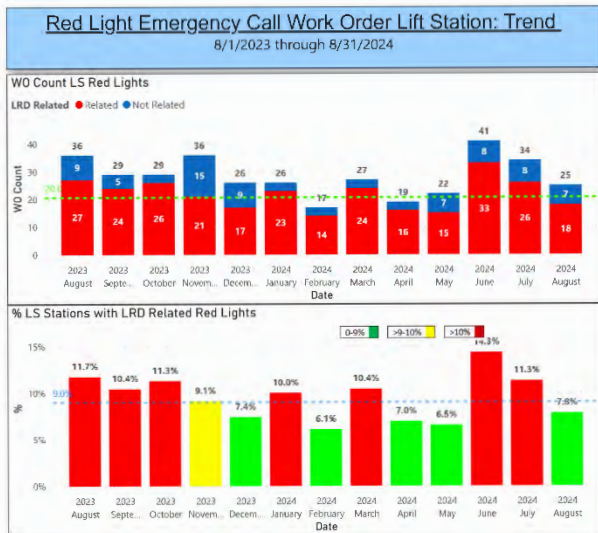
Other: Staff are working with IT and customer service to confirm remnant sewerage and update priority listing based on property access rights.

COLLECTIONS AND REUSE

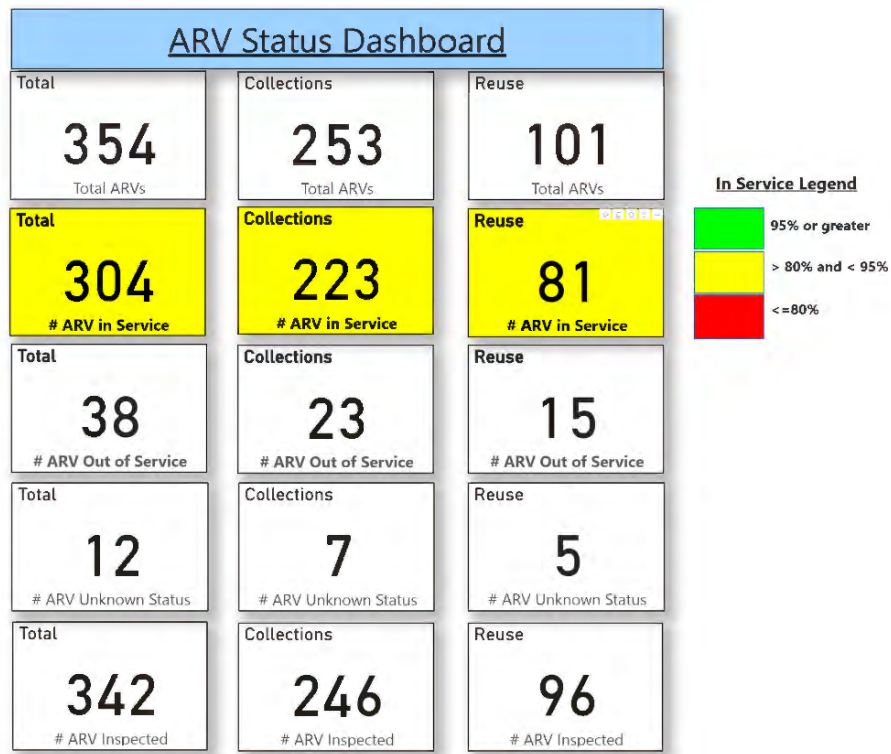
Lift Station Red Lights: This month the system experienced 42 total red lights. 25 lift station red lights (with 4 stations experiencing multiple red light events) and 16 low pressure red lights (with 1 station experiencing multiple red light events).



Work Order counts due to red lights exclude red lights due to FP&L power failure since staff have no mechanism to impact FP&L performance during inclement weather or other power outages. Staff continue to include FP&L power outages in the 3-month rolling average for repeat stations and work order counts to facilitate FPL coordination on problem areas and potential use of portable standby power to ensure continuity of service.



Air Release Valves (ARV):



Wet Well Cleaning:



UNAUTHORIZED DISCHARGES (fka SANITARY SEWER OVERFLOWS)

There were 5 unauthorized discharges in the collection-transmission-distribution system this month.

- 01 LS242-VLA04 15 gal failed ARV seat Central blvd 08-02-2024
- 02 LP0482-LPS1 50 gal contractor damaged pvc pipe Holly Lane 08-06-2024
- 03 LS233-FM01 100 gal contractor damaged pvc forcemain Captains Way 08-07-2024
- 04 LP0926-LPSP1 2075 gal contractor damaged pvc pipe SE Federal Highway 08-22-2024
- 05 LP0019-WW 30 gal failed PVC fitting SE Federal Highway 08-24-2024

Unauthorized Discharge FIELD : KPI

Date	Occurrences	Total Gallons	Impacting Surface Waters
August 2023	1	10	0
September 2023	4	441	0
October 2023	3	96	0
November 2023	6	1,702	1
December 2023	3	45	0
January 2024	2	25	0
February 2024	5	2,405	1
March 2024	2	50	0
April 2024	1	2,858	0
May 2024	2	30	0
June 2024	1	20	0
July 2024	5	150	0
August 2024	5	2,270	0
Total	40	10,102	2

Date	Occurrences	Total Gallons	Impacting Surface Waters
August 2023	0	0	0
September 2023	0	0	0
October 2023	1	20	0
November 2023	0	0	0
December 2023	2	220	0
January 2024	0	0	0
February 2024	1	900	1
March 2024	0	0	0
April 2024	0	0	0
May 2024	1	1	0
June 2024	1	238	0
July 2024	0	0	0
August 2024	0	0	0
Total	6	1,379	1

Conditional Formatting
 Green: Total Gallons <= 704 AND Impacting Surface Waters = 0
 Yellow: Total Gallons <= 1500 AND Impacting Surface Waters = 0
 Red: Total Gallons > 1500 OR Impacting Surface Waters >= 1



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director

FROM: Jason A. Pugsley, P.E., Operations – Plant Manager

DATE: September 13, 2024

SUBJECT: August 2024 Operations Department Monthly Report

Treatment Plant Division / Maintenance Department

Overall, the month of August was productive with all monthly reports prepared and submitted on time. There were no permit exceedances this month. The treatment plant generally operated efficiently and met all treatment objectives. This month flows to the District's wastewater treatment plant were on the same order of magnitude as the flows recorded during the month of July. The plant did not experience any unauthorized discharges for the month of August.



Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

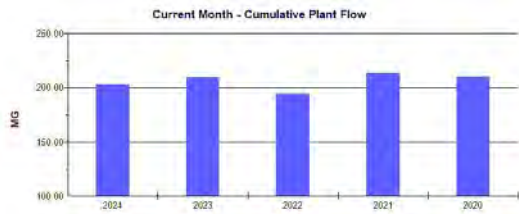
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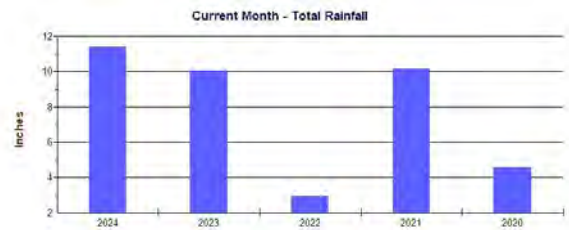
Clinton R. Yerkes
BOARD MEMBER

Water Reclamation – Environmental Education – River Restoration

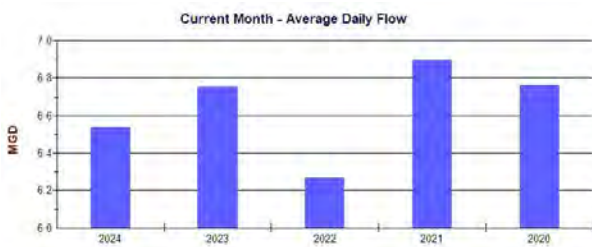
Graphical summaries of the plant flows and rainfall during the month of August, including comparisons with plant flows during the previous month (i.e., July 2024), are presented below.



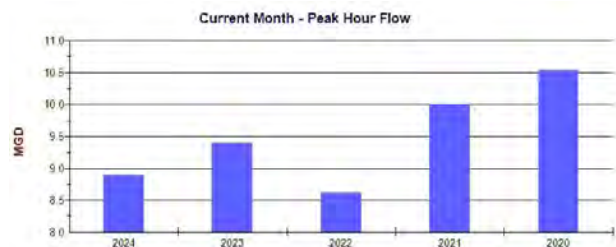
The Cumulative Influent Flow to the plant for the month of August was 202.64 million gallons. This is slightly greater than the July flow of 196.09 million gallons.



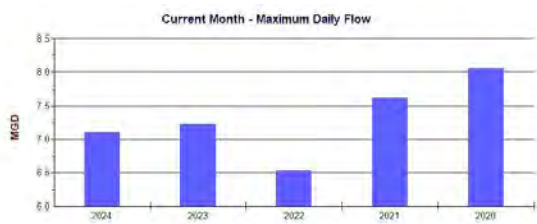
11.40 inches of total rainfall was recorded at the plant site during the month of August. This is greater than the July rainfall recorded of 6.92 inches.



The Average Daily Flow (ADF) for the month of August was recorded at 6.54 MGD compared to 6.33 MGD during the month of July and 6.76 MGD during August 2023.

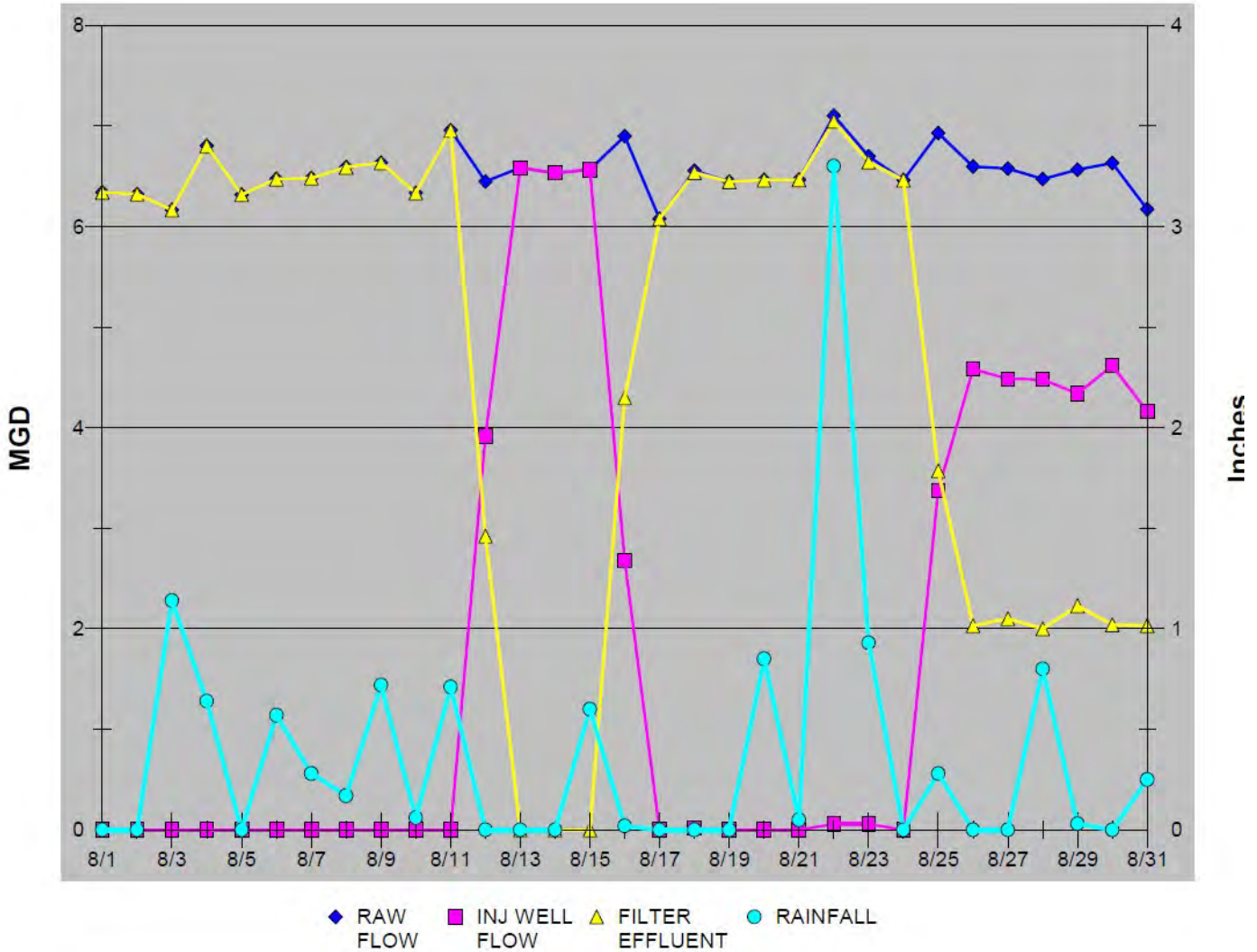


The Peak Hour Flow (PHF) for August was 6,174 GPM which equates to an equivalent daily rate of 8.89 MGD. This is less than the PHF for July of 6,813 GPM (9.81 MGD).



The Maximum Daily Flow (MDF) in August was 7.10 MGD. This is slightly greater than the MDF for June of 6.67 MGD.

For the month of August, 72.42% or 146.76 MG of the cumulative influent flow to the plant 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 56.44 MG of blended effluent was diverted to the deep injection well for disposal. The plant delivered a total of approximately 154.89 million gallons of IQ water to the reuse customers during the month of August.



Year to date (i.e., Calendar Year 2024), approximately 81.17% 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, year to date, is 1,538.50 million gallons.

This month, Operations has incorporated and added its monthly Operations Dashboard into its Operations Department Operating Report. The Dashboard provides a snapshot of the health and performance of the wastewater treatment plant over the monthly period and provides explanations for all metrics which are reported beyond or outside of the respective optimal range.

LOXAHATCHEE RIVER DISTRICT OPERATIONS DASHBOARD



Plant											Pre-Treatment	IQ
Percent of Plant Capacity	SRT, MAvg	Aerbay NH3, MAvg	Sludge Yield, MAvg	Sludge Volume Index, MAvg	Secondary Treatment Performance	Permit Exceedance	CE CL2 Usage, MAvg	Dewatered Biosolids Cake, MAvg	IQ511 WW LSI	Grease Interceptor Inspections	NANO Blend	
Benchmark / Customer Expectation	Mean Daily Incoming Flow	day(s)	% Reduction	lbs WAS/lbs cBOD	mL/g	Mean Clarifier TSS	# days	lbs CL2/MG	% Solids	Index	% requiring pump out	Max Specific Conductance (umhos/cm)
Green Level	≤ 70%	≥0.9 - ≤1.1	≥30 - ≤40	≥0.90	≤ 200	< 10	Zero	≤ 85	≥14.5	≥-0.3 - ≤0.3	<15	<1298
Yellow	≤ 80%	≥0.8 - ≤1.2	≥25 - ≤45	≥0.80	≤ 250	< 15		≤ 100	≥13.5	≥-0.6 - ≤0.6	≤25	≤1578
Red	> 80%	<0.8 - >1.2	<25 - >45	<0.80	> 250	≥ 15	≥ 1	> 100	<13.5	<-0.6 - >0.6	>25	>1578
2021 Baseline	65.95%	1.01	34.75	1.06	226	8.1	0.00	76.92	14.55	0.23	8	1183
2022 Baseline	64.54%	0.95	33.08	1.08	209	8.3	0.00	77.41	14.68	0.13	16	1294
2023 Baseline	62.90%	0.92	33.78	0.98	246	8.5	0	76.54	15.57	0.52	13	1296
2023 Aug	60.26%	1.01	26.51	1.19	243	6.4	0	81.53	15.46	0.53	11	1242
2023 Sept	60.34%	1.00	24.36	1.15	252	6.7	0	75.06	16.04	0.34	11	1201
2023 Oct	61.62%	1.02	31.33	1.12	272	6.8	0	84.91	16.25	1.02	14	1281
2023 Nov	62.44%	0.97	33.18	0.88	236	8.5	0	70.23	16.03	0.15	15	1255
2023 Dec	64.74%	0.92	30.47	0.74	256	9.7	0	88.32	16.16	0.33	14	1218
2024 Jan	66.32%	0.90	28.68	0.80	233	8.7	0	98.10	16.17	0.12	14	1209
2024 Feb	67.47%	0.85	28.50	0.73	216	10.6	0	76.68	15.68	0.64	15	1239
2024 Mar	67.24%	0.91	35.32	0.71	195	10.1	0	67.38	15.29	0.41	17	1101
2024 Apr	65.92%	0.89	35.98	0.74	193	9.6	0	54.74	15.68	0.41	15	1133
2024 May	63.14%	0.89	35.57	0.76	239	7.7	0	60.63	15.39	0.76	14	1146
2024 Jun	60.33%	0.96	34.67	0.82	269	6.4	0	62.36	15.47	0.22	9	1173
2024 Jul	58.50%	0.99	32.35	0.86	324	6.8	0	66.34	15.70	0.21	10	1075
2024 Aug	58.50%	1.01	24.19	1.04	244	5.8	0	86.86	15.40	0.31	14	1098
Consecutive Months at Green	124	3	0	1	0	5	39	0	20	0	5	15
Metric Owner												

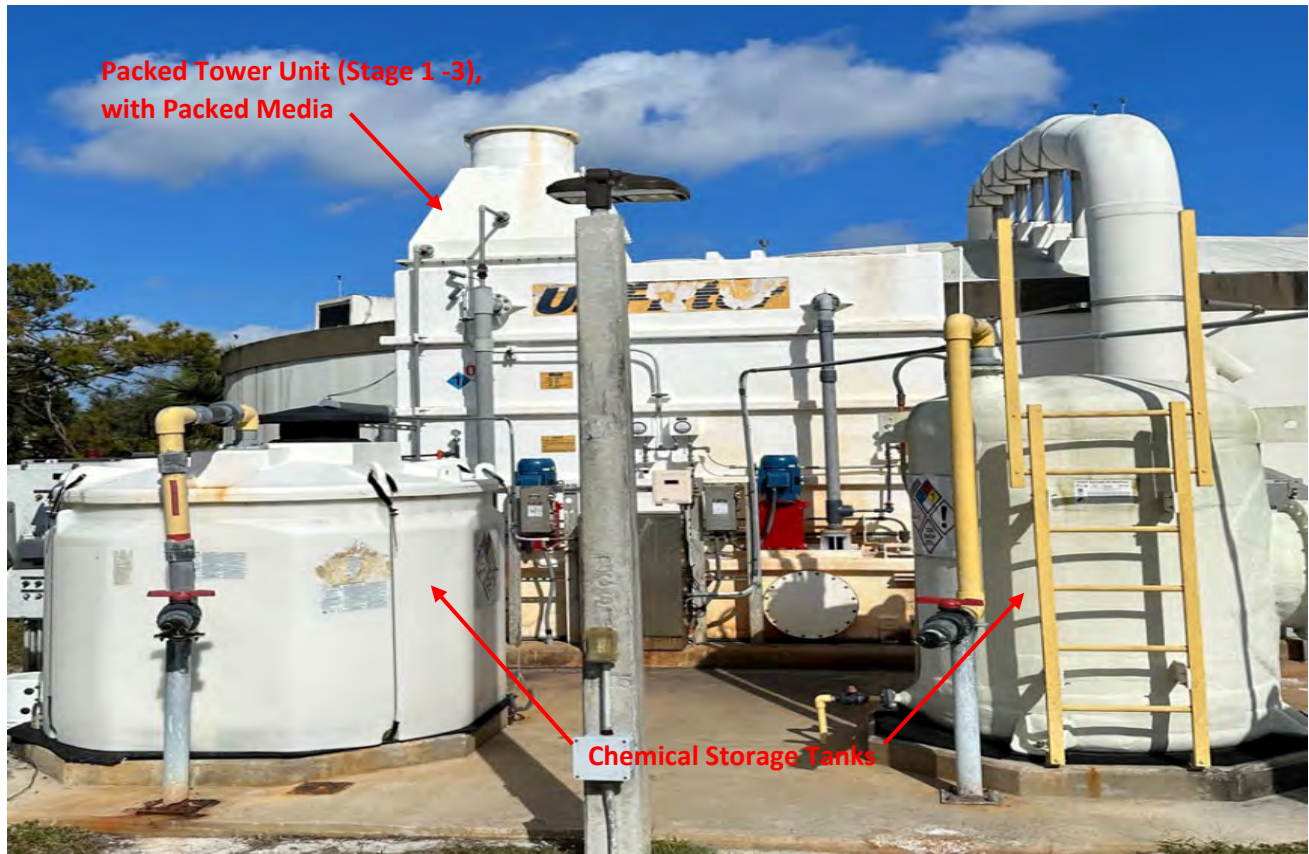
Metric	Explanation
Aerbay NH3 Reduction	NH3 conversion was down in the beginning of the month due to high influent CBOD this was corrected by increasing the aerbay dissolved oxygen(DO) setpoint to aid conversion. Pre DO we were averaging 21% conversion post DO change we had improved to 25%. The NH3 conversion remained lower than desirable towards the end of the month to a large increase in influent CBOD from heavy rains and inflow and infiltration flushing the collection system.
SVI	Our SVI began to degrade towards the end of the month in correlation with the increase in influent CBOD from heavy rains and inflow and infiltration flushing the collection system.
CL2 LBS/MG	We took the IQ portion of the plant to minimal production 2MGD on 8/25/24 this increased our lbs. per MG as we do not go below 200 LBS per day in this configuration. We do this because the detention time in the contact basin goes up considerably. In the event you had a permit exceedance for pH or chlorine residual you would not have enough capacity in the offline contact basin to correct the issue. Prior to making minimal water we were averaging 80 lbs CL2/MG.
IQ511 LSI	The LSI sample on 8/10/24 was 0.31 for IQ 511 wet well(green is 0.30). Upon looking back at the data, I feel that the numbers all seem inline, the LSI remained fairly consistent in the plant from the last testing's, and I do not feel that there are any issues. The increase in 511 LSI could be contributed to an increase in conductance and temperature. I think it's worth noting that the potable water sample taken at the plant had an LSI of 0.26.

Treatment Plant:

Operations Staff continued to perform routine monitoring, sampling and general maintenance of equipment and structures. Staff also completed and/or supervised work for special projects during the month including the annual maintenance of the sludge storage tank odor control system packed tower. The annual system maintenance includes the acidification and cleaning of the packed media within each stage of the packed tower unit. The purpose of the plastic media in a packed tower odor control system is to improve the distribution and contact of the hydrogen sulfide laden air captured from the sludge storage tank with the treatment chemicals (i.e., sodium hydroxide and sodium hypochlorite). Over time, the packed media can become fouled from regular use and impurities (i.e., hardness) in the make-up water can result in the build-up of scaling on the packed media. If allowed to build-up, this scaling can have a detrimental impact on the transfer efficiency of the packing, which results in an increase in chemical usage, and associated costs, as well as insufficient treatment potentially resulting in odor complaints. Staff worked closely with the District's Safety/Compliance officer to ensure proper handling and use of the acid solution utilized during the cleaning process. Thanks to proper planning and careful execution by Staff, the media cleaning was successfully completed without incident.



Tower Packing Media



During the month, Operations and Maintenance Staff also performed the annual system maintenance, which included the acidification and cleaning of the packed media, of the emergency chlorine scrubber dedicated to the chlorine building. This work activity was very similar to the maintenance activity performed at the sludge storage tank odor control system.



Chlorine Building Air Scrubber Unit

The completion of this task required the plant chlorination system to be taken completely offline. The work also included the replacement of specific mechanical wear items. Overall, the unit was found to be in good working order with very minimal scaling noted on the packing media.

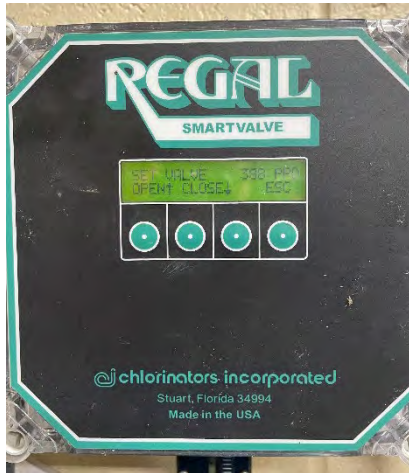


Packing Media – Pre-Cleaning



Packing Media – Post-Cleaning

Lastly this month, Operations Staff took advantage of the plant chlorination system being offline to coordinate with the manufacturer's certified service company to perform annual maintenance and overhaul of the chlorine regulators, chlorinators, and ejectors. The work included replacement of critical mechanical components. This periodic planned maintenance of the chlorine system is critical to the continued safe and efficient operation of the chlorination system. Prior to completion of the maintenance activities, the vendor performed a health assessment of the system and determined all system components were in safe working order.



Chlorine System Smart Valve



Vacuum Monitoring System

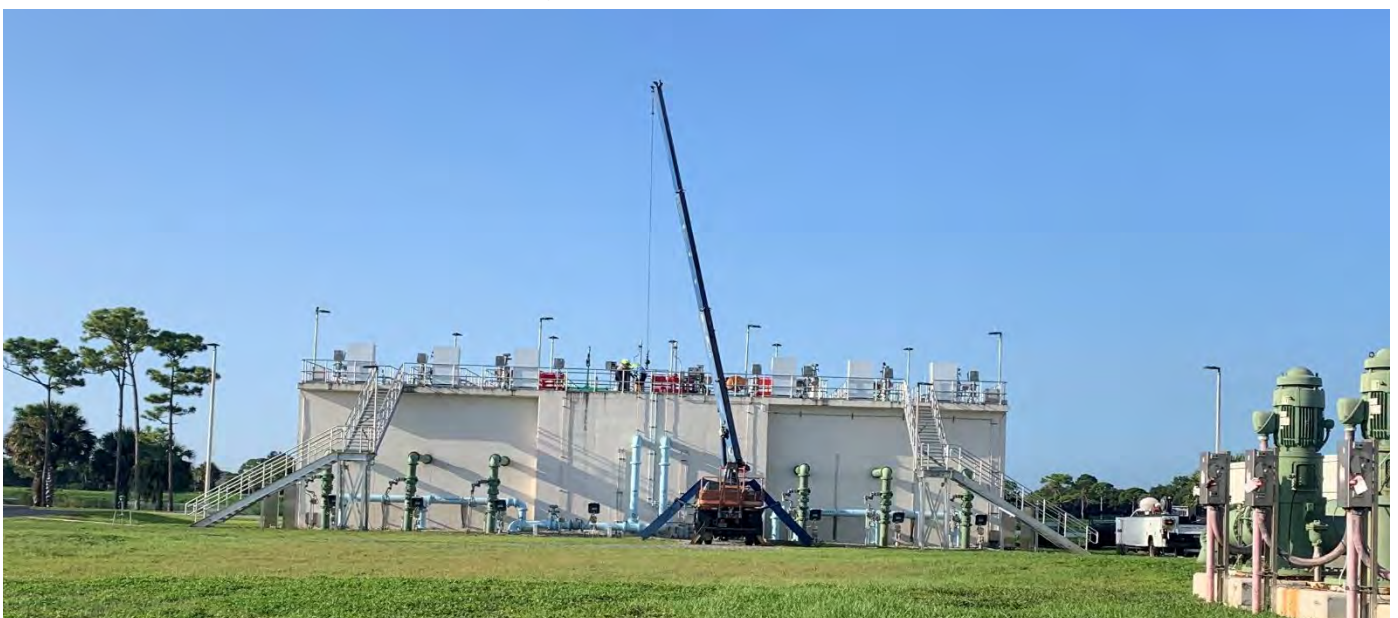
Maintenance Department:

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.

The Maintenance Team worked with Operations Staff and the District’s Safety Officer to perform routine maintenance and repairs to the filter backwash puming units at the deep bed tertiary filtration units. The work was completed during a scheduled shut down of the reclaimed water treatment system to facilitate improvements associated with the annual maintenance of the chlorine feed system. The maintenance work required the removal of the submerisble type filter backwash pumps from the backwash water storage well using a vendor supplied, truck mounted crane unit. Upon removal of the pumps, Staff performed an inspection and fluid change of the two (2) filter backwash pumps. As part of the maintenance, staff also performed the annual inspection of the two (2) aluminum slide gates which control the flow of filter effluent to each backwash water storage well.



Backwash Storage – Slide Gate Inspection



Deep Bed Tertiary Filtration Units

During the month of August there was a pump failure at the Equalization (EQ) Pump Station. The EQ return pumps convey influent wastewater, which was previously diverted to the EQ storage tanks during peak flow periods, back to the secondary treatment process upstream of the aerbay structure. The re-introduction of this stored wastewater into the secondary treatment process occurs during lower flow periods each day. It is essential that this diverted flow is redirected at a consistent rate to ensure process stability and to ensure that there is adequate capacity in the EQ tanks to absorb the cyclic daily peak flows which occur at the plant.

The replacement of pumps at the EQ Pump Station requires coordination with multiple District departments. Operations staff make the necessary process adjustments to ensure treatment objectives are met during replacement of the pumping units. Warehouse Staff identify and supply stored spare pumps for use and pump change-out. They also maintain the parts and equipment necessary for Maintenance to repair/rebuild the pumps upon removal. By using a Team approach, the Maintenance was capable of safely and efficiently changing out the failed pump with minimal operational impact to the plant treatment processes. Upon removal, the Maintenance Team began the physical disassembly and inspection of the pump. If appropriate, the EQ pump removed will be rebuilt and placed back into the warehouse as a spare.



Equalization Pump Station – EQ Return Pump No. 3 Replacement

Another important project coordinated and completed by the Maintenance Team during the month of August was the upgrade of the power service feeds for four (4) display tank pumping units at the River Center. To improve the reliability and resiliency of the pumping units, Staff installed dedicated receptacles and termination switches for each pumping unit. The previous setup included a multi-receptacle power strip powered by a single receptacle. The new receptacles are fed from dedicated circuits within an existing lighting panel. In order to complete the improvements, Staff worked within a crawl space beneath the River Center building.



Maintenance Staff Member Jason Stanley



Existing Receptacle Box



Upgraded Pump Receptacle and Switches



Electrical Work within Crawl Space



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Albrey Arrington, Ph.D., Executive Director
FROM: Bud Howard, Director of Information Services
DATE: September 12, 2024
SUBJECT: Information Services Monthly Governing Board Update for August 2024

WildPine Ecological Laboratory

Riverkeeper Project

In August, the lab staff and our partners collected 176 water quality samples from 33 monitoring stations throughout the watershed. A total of 77 fecal indicator bacteria samples were analysed in support of additional testing for the weekly bacteria monitoring program and the additional monthly testing in Jones and Sims Creeks.

The overall water quality score for August 2024 was “Fair” with 70% of all samples meeting the EPA/DEP water quality criteria for each site. This was similar to last month’s “Fair” score of 73% but worse than last year’s August score of 83% (see score card below). As we enter the late summer months, we are experiencing the seasonal pattern of sporadic heavy rainfall totalling 11.5 inches and the associated stormwater runoff, as well as warm water temperatures and high productivity that have historically shown to degrade water quality.

For the core parameters, *total nitrogen* scored “Fair” during August with 79% of sites meeting the water quality criteria. Score this low are rare and is largely influenced by a few stations in Jonathan Dickinson State Park that had unusually high concentrations during this month’s sampling. It may have been a sampling artifact during collection because we noted some plant material and dirt in the sample bottles. August nitrogen scores were worse than last months and last year’s score of 97%.

Total phosphorus results scored “Fair” in August with 61% of sites meeting the water quality criteria. This was worse than last month’s “Fair” score of 72% and last year’s “Good” August score of 80%.

Chlorophyll results scored “Poor” again for August, with 55% of sites meeting the stringent water quality criteria, better than last month’s score of 44%, but worse than last year’s August score of 63%.

For the combined *fecal indicator bacteria* (fecal coliforms in all waters, enterococci in marine and brackish waters, and *E. coli* in fresh waters), August results scored “Fair” with 77% of sites meeting the water quality criteria, slightly better than last month’s score of 75%, but lower than last year’s August score.

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

SampDate

8/1/2023

8/31/2024

Loxahatchee River District Water Quality Scorecard

Results scored to FDEP/EPA Water Quality Criteria

Green - Good: 80% - 100%
Yellow - Fair: 60% - 79.9%
Red - Poor: < 60%

Monthly Water Quality Score

August 2024

70%

Overall

176

Total Samples

TN: Total Nitrogen, TP: Total Phosphorus, CLA: Chlorophyll a, BAC: Enterococci and E. coli bacteria

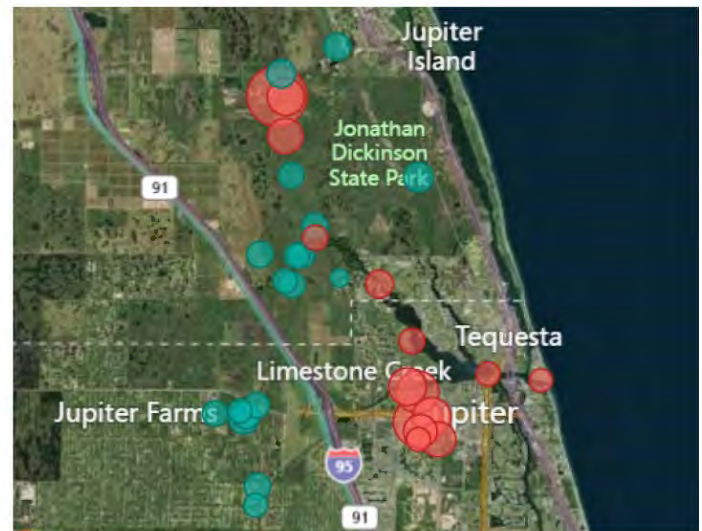
Year	Month	# Samples	Overall Score	# TN Samples	Total Nitrogen Percent Good	# TP Samples	Total Phosphorus Percent Good	# CLA Samples	Chlorophyll Percent Good	# BAC Samples	Bacteria Percent Good
2024	August	176	70%	33	79%	33	61%	33	55%	77	77%
2024	July	179	73%	32	97%	32	72%	32	44%	83	75%
2024	June	144	58%	25	88%	25	48%	25	40%	69	57%
2024	May	158	77%	30	87%	30	77%	30	50%	68	85%
2024	April	165	80%	32	97%	32	81%	32	50%	69	86%
2024	March	143	80%	25	92%	25	80%	25	44%	68	88%
2024	February	172	80%	32	91%	32	84%	32	56%	76	83%
2024	January	179	79%	33	85%	33	79%	33	61%	80	84%
2023	December	120	73%	25	100%	25	72%	25	72%	70	81%
2023	November	179	73%	33	88%	33	76%	33	48%	80	76%
2023	October	157	67%	33	88%	33	48%	33	39%	58	81%
2023	September	132	78%	25	92%	25	80%	25	52%	57	82%
2023	August	193	83%	35	97%	35	80%	35	63%	88	86%
Total		2097	75%	393	91%	368	72%	393	52%	943	80%

Spatial Distribution of Water Quality Results

In August, *chlorophyll* results met the water quality criteria at 18 of 33 sites (55%). Most “poor” stations were in northwest section of Jonathan Dickinson State Park, and the Southwest Fork (SWF) of the river including Jones Creek. The Kitching Creek stormwater area (KSE) had the highest chlorophyll level at 234 µg/L, which is 10 times higher than the EPA/DEP Numeric Nutrient Criteria for freshwater sites. There was noticeable algae and floating vegetation at that site which helps explain the extremely high value. The Delaware Street (DEL) site in Jones Creek, had the next highest chlorophyll this month at 133 µg/L, higher than last month’s 86 µg/L. All the brackish stations in the Southwest Fork creeks and tributaries scored “poor” with a monthly average of 57 µg/L in August.

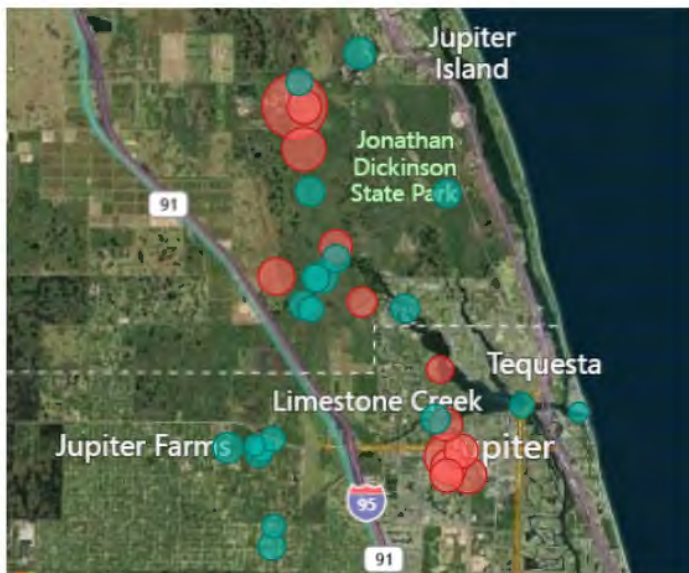
Chlorophyll a (ug/L)

CHL_Score ● GOOD ● POOR



Total Phosphorus (mg/L)

TP_Score ● GOOD ● POOR

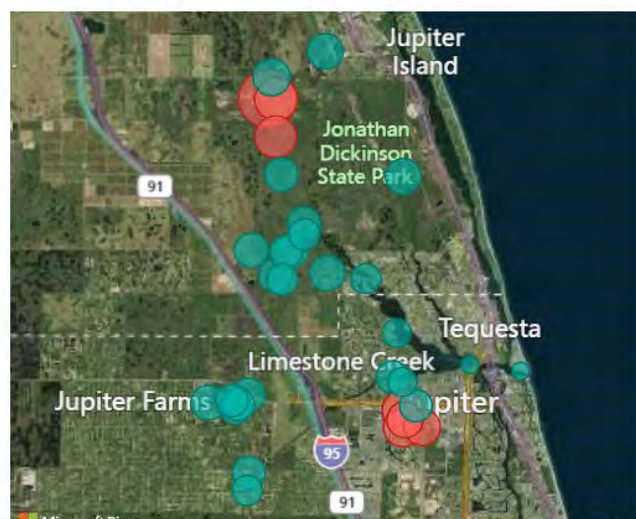


Total phosphorus scored “good” at 20 out of 33 sites (61%) tested in August. Like chlorophyll, most “poor” stations were in the northwest section of Jonathan Dickinson State Park, and the Southwest Fork (SWF) of the river including Jones Creek. The Kitching Creek stormwater area (KSE) had the highest phosphorus level at 1.3 mg/L, which was also 10 times higher than the EPA/DEP Numeric Nutrient Criteria for that site. Once again, the noticeable algae and floating vegetation helps explain the extremely high value. The next highest site was the Delaware Street (DEL) site in Jones Creek, with a phosphorus concentration of 0.40 mg/L, twice as high as last month. The average for the creek was 0.2 mg/L. We will continue monthly monitoring in Jones Creek for at least the next few months to further assess the trends in water quality following the Town of Jupiter’s Vegetation Trimming project.

Total nitrogen scored “good” at 26 out of 33 sites (79%) tested in August. As mentioned above, we don’t usually see this many stations scoring “poor” in any month. Like the chlorophyll and phosphorus above, there was a similar pattern of most “poor” scoring stations being in the northwest section of Jonathan Dickinson State Park, and the Southwest Fork (SWF) of the river including Jones Creek. The Kitching Creek stormwater area (KSE) had the highest nitrogen level at 5.2 mg/L, which is 5 times higher than the EPA/DEP Numeric Nutrient Criteria for that site. The Delaware Street (DEL) station, at the upper extent of Jones Creek, also had concentration of nitrogen at 2.0 mg/L. The average for all sites in Jones Creek was 1.3 mg/L.

Total Nitrogen (mg/L)

TN_Score ● GOOD ● POOR



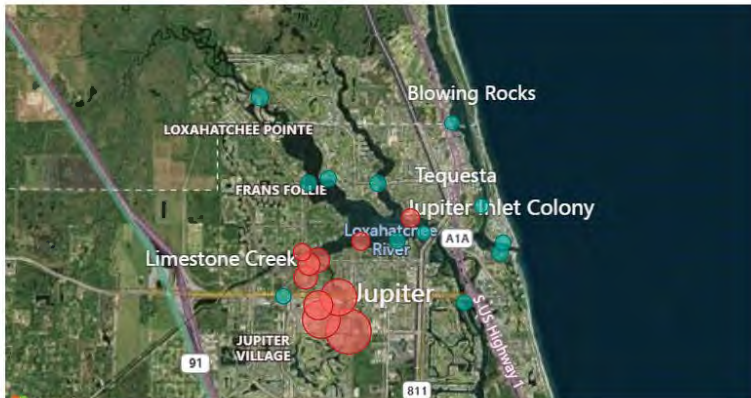
The overall *bacteria* result scored “good” at 59 out of 77 sites (77%) in August. This was an improvement over June and similar to last month.

For Enterococci bacteria (map below, left), the state’s preferred indicator bacteria for salt and brackish waters, ten stations scored “poor” when compared to the water quality standard of 130 MPN/100 mL. Jones Creek sites saw the highest bacteria concentrations this month, although they were lower than July. The Toney Penna Footbridge (TPJ) in Jones Creek had the highest enterococci concentration at 9,208 MPN/100mL up from 4,884 MPN/100mL in July. The Caloosahatchee Culvert (CALC), also in Jones Creek, was 5,475 MPN/100mL, a substantial drop from 17,329 MPN/100mL in July. Altogether, the stations in Jones Creek averaged 4,570 MPN/100 mL, a decrease from July’s average of 6,191 MPN/100 mL.

For fecal coliform bacteria (see map below right), eight out of thirteen “poor” scoring stations were in Jones and Sims Creek. The rest of the “poor” stations were scattered throughout the watershed. The Toney Penna Footbridge (TPJ) and Caloosahatchee Culvert (CALC) and in Jones Creek had the highest concentrations at 12,033 and 7,270 MPN/100mL, down from 24,200 MPN/100mL in July. Altogether, the stations in Jones Creek averaged 4,843 MPN/100mL, a decrease from July’s average of 14,163 MPN/100mL.

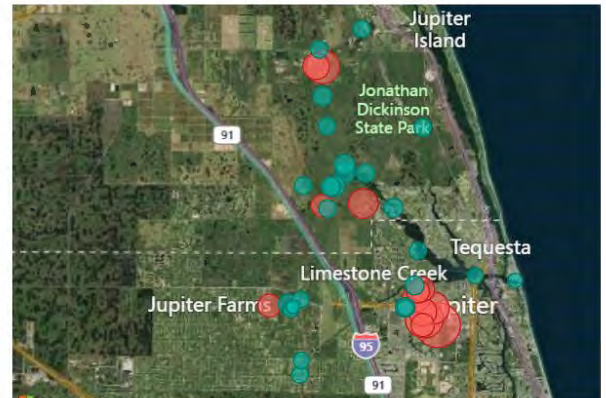
Enterococci Bacteria - Criteria: 130 MPN/100mL

ENT_Score ● GOOD ● POOR

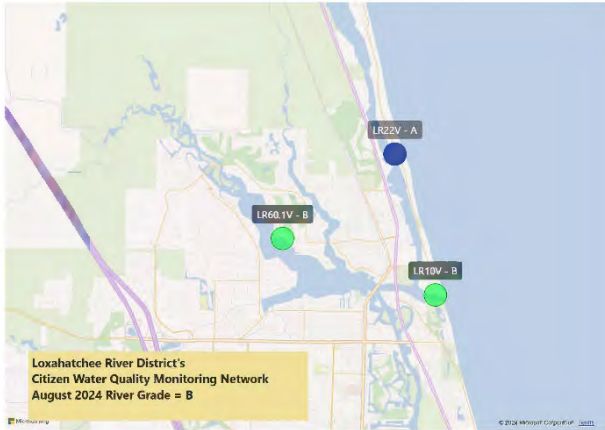


Fecal Coliform Bacteria - Criteria: 800 MPN/100mL

FC_Score ● GOOD ● POOR



Volunteer Water Quality



The Loxahatchee River Volunteer Water Quality Grade for the month of August scored a “B”. This month there were lower scores for salinity at the two stations that are often affected by freshwater outflows resulting from the substantial rains. The Tequesta Country Club Dock (LR60.1) and the Jupiter Inlet (LR10V) sites had lower than optimal salinity results. All three sites reported slightly lower dissolved oxygen levels, commonly a result of the warmer water temperatures.

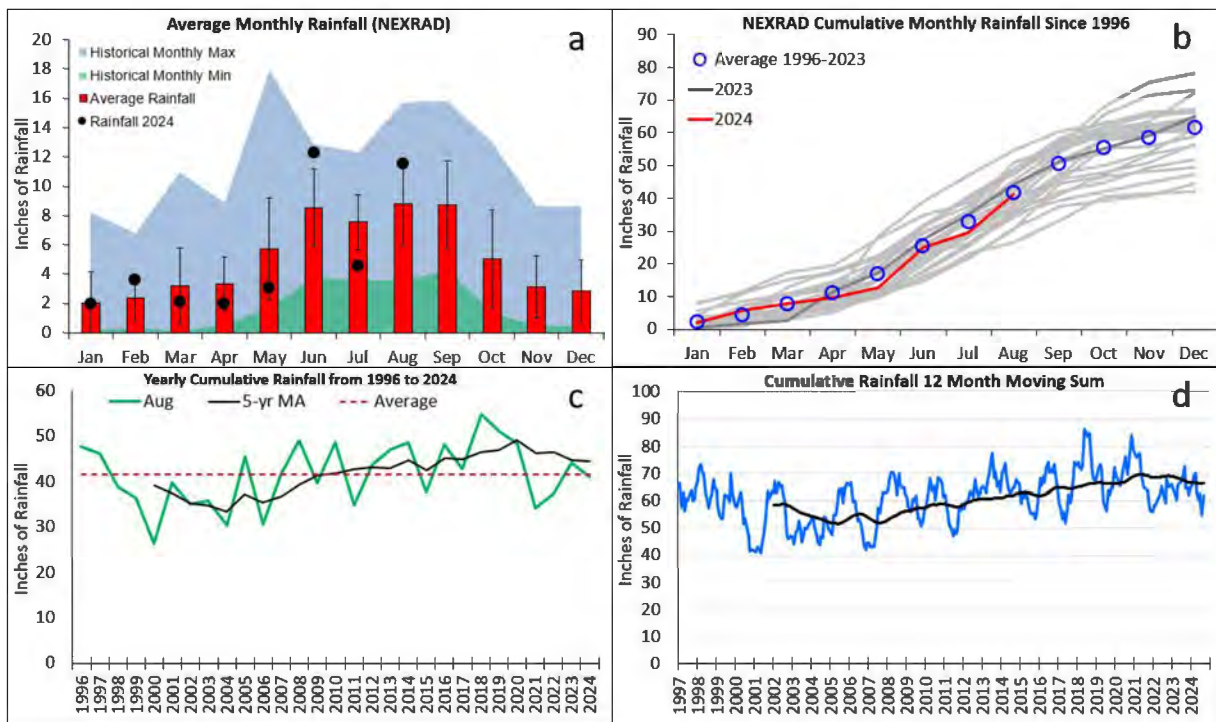
Site	Averaged results for the Month							Monthly Cumulative Grades						Overall	
	Temp (°C)	Secchi	Salinity	pH	DO	DO%	Color	Vis	Salt	pH	DO	DO%	Color	Score	Grade
LR10V	29.5	2.83	31.0	8.1	5.9	91.8	1.0	A	B	A	C	A	A	77.8	B
LR22V	33.0	1.30	35.0	8.2	5.0	81.5	1.0	A	A	A	C	A	A	94.4	A
LR60.1V	29.0	VAB	14.0	ND	5.1	71.6	1.0	VAB	C	ND	C	A	A	75.0	B
Average	30.5													78.1	B

VAB (Visible at Bottom)
 DO (Dissolved Oxygen)
 ND (No Data)

Grade Scale	
81.25 to 100	A
62.5 to 81.25	B
41.76 to 62.49	C
25.00 to 43.75	D
0 to 24.99	F

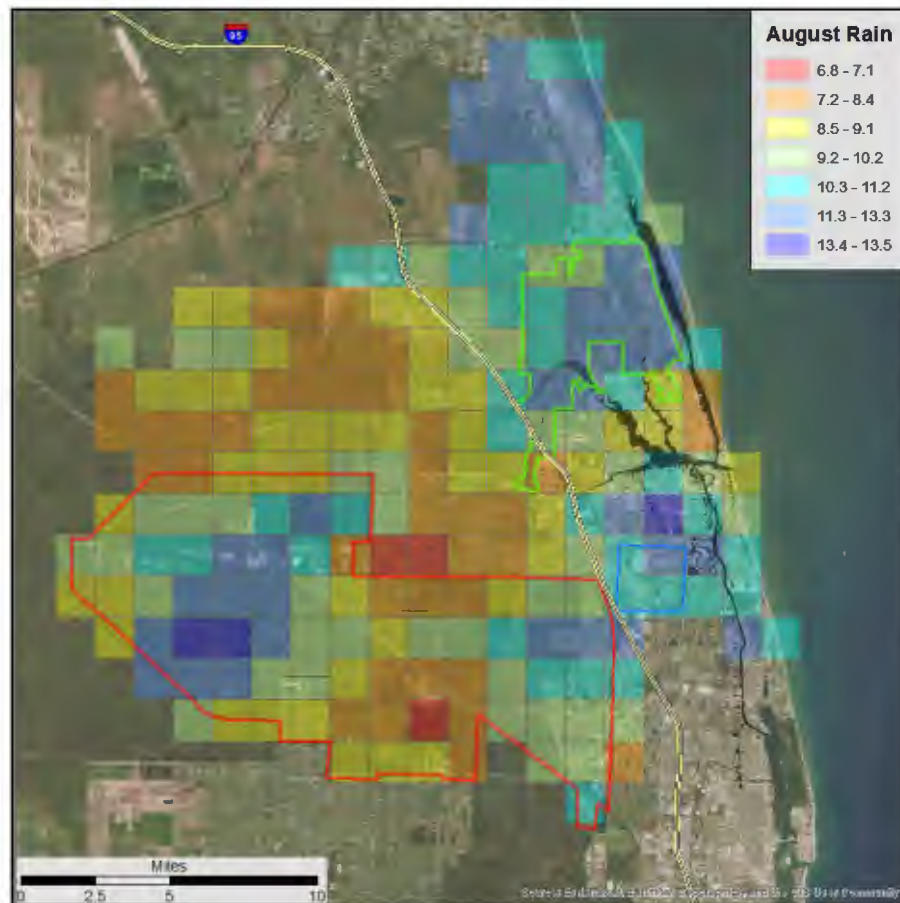
Hydrologic Monitoring

Rainfall during August averaged across the watershed was 11.5". This was about 31% higher than the historical monthly average of 8.8" (panel 'a' in figure below), and 28% higher than the 8.9" the watershed received during August 2023. This year's wet season has been highly variable with much higher than average highs and much lower than average lows that have alternated from month to month. Rain was detected within the watershed 28 of the 31 days in August, with the highest single day total of 1.7" falling on August 22 and accounting for 15% of the total monthly rainfall. Cumulative year-to-date rainfall through August totaled 41.1", very near the 41.6" average through August, and near the year-over-year cumulative total of 41.6" (panel "b" below). Yearly cumulative trends continue to indicate that annual rainfall through August is tracking toward near-average levels. This follows a roughly 10-year period of increased rainfall that peaked at 54.7" in 2018 with the 5-year moving average generally declining since then (panel "c" below). The 12-month moving sum through August was 62.0", down 15% from the 72.7" moving sum from one year ago (panel "d" below). The generalized long-term trend indicator in panel "d" below continues to show that total rainfall within the watershed has generally shifted upward from historical ranges since around 2012, but has leveled off over the past couple years and may be heading toward a decreasing trend.



Figures above display various measures of rainfall. Panel (a) shows average monthly rainfall from 1996 to 2023 (red bars; error bars indicate ± 1 sd). Black dots indicate monthly rainfall for the current year. The blue and green shaded areas show the maximum and minimum rainfall ever recorded for each month. Panel (b) shows monthly cumulative rainfall for each year since 1998. Red line indicates cumulative rainfall during 2024; dark grey line indicates rainfall during 2023. Blue circles are monthly cumulative average rainfall measured between 1996-2023. Panel (c) shows cumulative annual rainfall using NEXRAD radar-based data. Green line indicates cumulative rainfall through indicated month for each year since 1996, when the radar-based rainfall measurements began. Black line is the 5-year moving average across all years and red dashed line shows cumulative average through indicated month. Panel (d) shows cumulative 12-month moving sum of monthly rainfall (blue line) along with the five-year moving average (black line).

The spatial distribution of rainfall across the watershed during August varied greatly and ranged from 6.8” in the driest regions to 13.5” in the wettest areas (figure below). During August, there did not appear to be the typical, generalized areas of wet and dry as rainfall totals were scattered throughout the watershed. Rather, there were small pockets of higher and lower rainfall totals. Areas with higher rainfall included the North Fork drainage basin, which includes most of Jonathan Dickinson State Park and Atlantic Ridge Preserve State Park. Additionally, urban Jupiter and portions of J.W. Corbett Wildlife Management Area and Pine Glades Natural Area were also some of the wettest areas of the watershed. The drier areas were mostly located in the central portions of the watershed such as Nine Gems Natural area and Hungryland Water Conservation Areas southward to Loxahatchee Slough.



Maps showing NEXRAD rainfall distribution across the watershed during the month indicated in legend. Each pixel represents an area of 2 km x 2 km. Blue colored pixels show highest rainfall and red pixels show lowest rainfall. For reference, the red line is the C-18 basin which includes portions of J.W. Corbett WMA, Loxahatchee Slough, and Pine Glades Natural Area; green line shows Jonathan Dickinson State Park boundary, light blue line shows the Abacoa development.

River Flows

Following a relatively drier July, increased rainfall during August had a corresponding effect on river flows. Flow measured at Lainhart Dam generally increased throughout the month in response to increased rain and ranged between 285 cubic feet per second (cfs) to a low of 91 cfs, with an overall monthly average of 221 cfs (upper panel figure below). The S-46 flood control structure showed flood control releases for 20 days during August with an average daily flow of only 98 cfs and a peak flow of 357 cfs on August 22. These flood control releases coincided with the day of highest rainfall. Despite the heavy rains, water managers kept the flood control release flows modest, with only brief periods of “Moderate Flow” above the threshold of 350 cfs, but well below the 700 cfs “High Flow” threshold that increases stress to the estuarine habitats.



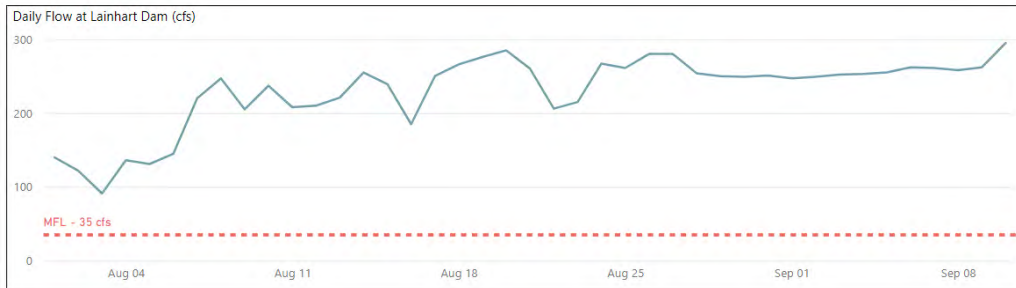
Loxahatchee River District
WildPine Laboratory
www.loxahatcheeriver.org

Loxahatchee River Flow at Lainhart Dam and Salinity at River Mile 9.1 Relative to the Minimum Flow & Level (MFL)
Data from USGS. MFL Exceedance when Flow is less than 35 cfs for 20 consecutive days or Salinity 20d rolling average is greater than 2 ppt.

Date Selector - Slide ends of bar to change dates or enter dates in boxes

8/1/2024 9/10/2024

South Florida Water Management District's Real-time Flow Data for Lainhart Dam Available [HERE](#)



Daily river flow measured at Lainhart Dam measured at River Mile 9.1, between August 1 through September 10, 2024. Data from USGS. Updated chart available at loxahatcheeriver.org/river under MFL.

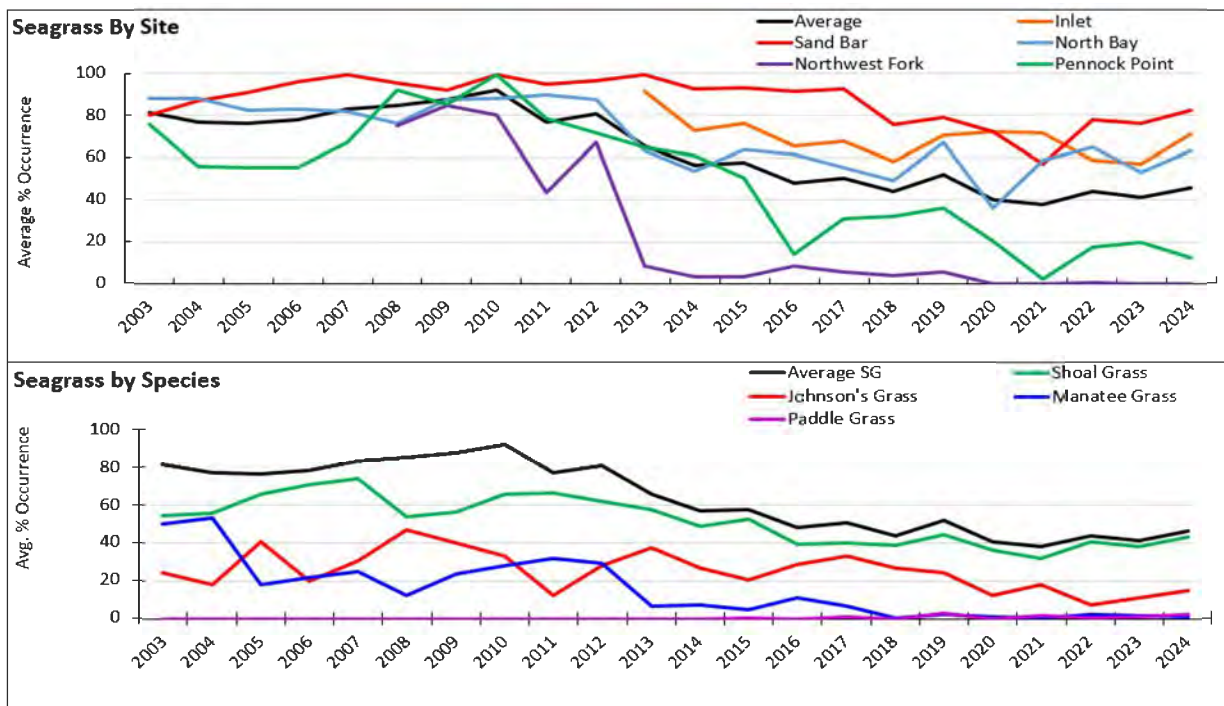


Daily flows measured at S-46 Flood Control Structure, between August 1 through September 10, 2024, relative to LRD established moderate flow thresholds (yellow dashed line) and the high flow and ecological stress (red dashed line). Data from SFWMD. Updated chart available at loxahatcheeriver.org/river under MFL.

Seagrass Monitoring

The Laboratory Staff have completed the bi-monthly seagrass monitoring at all sites for August. The findings continue to have us cautiously optimistic as seagrass throughout the estuary appears to have changed direction from steady decline that was observed from 2012 to 2021. Overall, seagrass continues to extend gains in percent occurrence at most monitoring sites. The Inlet, North Bay, and Sand Bar sites experienced increased seagrass occurrence compared to August 2023, with the Sand Bar site leading the way with a total seagrass presence of 82%. This is the highest percent occurrence for the month of August since 2017 when total seagrass occurrence was 92%. Like the Sand Bar site, the North Bay site has been experiencing an overall increase in seagrass occurrence following the 2012-21 decline. Total seagrass occurrence at North Bay averaged 63%, about 20% over the 53% during August of 2023. The Inlet site, which was less impacted in the historical declines, experienced the largest increase (24%) in total seagrass occurrence at 71% compared 2023. Total seagrass at the Pennock Point site averaged only 12% during August 2024, about 38% below the average occurrence for one year ago, but still substantially higher than the 2% average from 2020-21. The Northwest Fork site continues to be void of seagrass with the last detectable seagrass recorded during August was in 2019 with 6%.

Increases in seagrass presence was overwhelmingly driven by Shoal Grass and Johnson's Grass (green and red lines respectively in the bottom panel below). This is mostly due to these two seagrasses, especially Shoal Grass, being so widely distributed throughout the estuary. Manatee Grass, once dominant at both the North Bay and Sand Bar sites, remains absent from Sand Bar, but continues to make a return at the North Bay site. Paddle Grass also continues to increase its presence throughout the estuary reaching its second highest average occurrence in August at 2.4%; only August 2019 was negligibly higher at 3.2%.



Figures above show average percent occurrence of seagrass by site (TOP) and by species (BOTTOM) for the month of August of each year beginning in 2003. The North Bay, Sand Bar, and Pennock Point sites include data back to 2003 when monitoring commenced. Northwest Fork (purple) and Inlet (orange) were added to the monitoring program in 2007 and 2013 respectively.

Seagrass Monitoring - Hobe Sound Site

An encouraging seagrass story is unfolding at the Hobe Sound seagrass site, located approximately 5 miles north of the Jupiter Inlet along the western shoreline of the intracoastal waterway. The laboratory began monitoring seagrass at this site in 2005 as a reference site so that comparisons could be made to the river estuary sites since it was well outside the influence of freshwater river flows. Monitoring was paused in 2015 so that efforts could focus on the sites along the upstream-downstream salinity gradient in the Loxahatchee River estuary. Monitoring resumed at this site in 2021 following a brief visual site check and observing a near complete loss of seagrass. Since 2021 we now monitor this site once per year. During the previous three years, monitoring at this site was conducted during the month of October. However, the monitoring was moved to August due to safety concerns of working late in the season when high winds and waves can make for difficult conditions.

Percent occurrence for total seagrass presence this year was 60%, nearly double the 34% observed in 2023. In fact, total seagrass presence at this site has doubled in each successive year since 2021 as shown in the graph below. The most common seagrass at the HS site is Shoal Grass with an average presence of 38%, up from the 33% following the 2023 monitoring. However, Paddle Grass is by far the species driving the most notable gains, increasing from just 4% in 2023 to 29% during the 2024. Not only was this the highest presence of Paddle Grass recorded at this site, but is also the highest average percent occurrence for Paddle Grass ever recorded during any month, at any of our monitoring sites, during the entire 21-year history of our monitoring program! Manatee Grass, once dominant at the Hobe Sound site, remains a minimal presence at this site at less than 1% average occurrence.

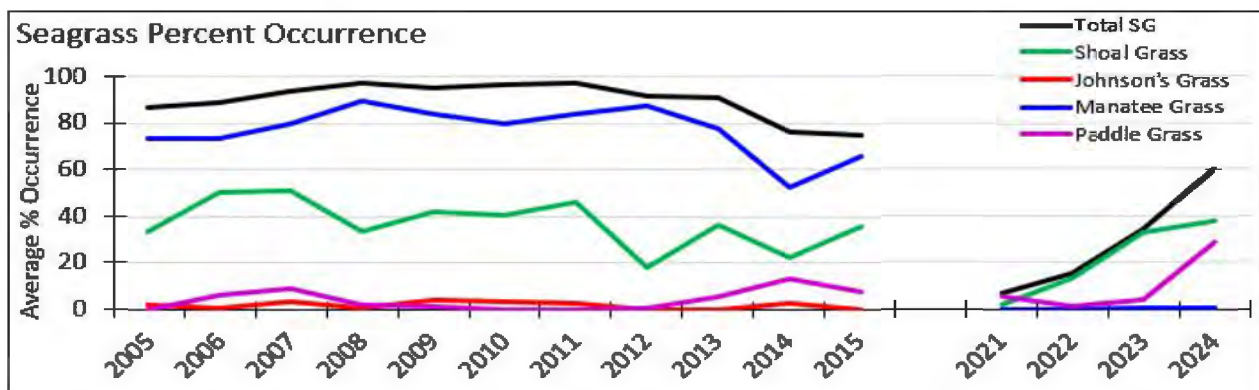


Figure above shows average percent occurrence of total seagrass and for each species at the Hobe Sound site during August and October of each year beginning in 2005 when monitoring at this site commenced. The gap between 2015 and 2021 indicate years in which monitoring at this site was halted.

In other seagrass-related news, the Hobe Sound site was selected for this summer's light attenuation sampling. This project uses an innovative approach to measure light attenuation, or the rate at which light declines through the water column, over extended time periods. This approach provides a much closer examination of light from the perspective of the seagrass canopy. By determining the amount of light reaching the bottom over extended time periods over a wide variety

of weather, water and tide conditions, we can gain greater insight into the quantity and quality of light reaching the seagrass canopy. This is the third test site in the three summers of study, with the other two sites being the North Bay seagrass site in 2022 where seagrass is known to thrive, and in the Southwest Fork in 2023, just downstream from the confluence of Jones and Sims Creek where no seagrass is present. There are many potential applications for this approach. Previously, light data was collected as a single point in time “snapshot” of light data. The frequency distribution shown in the figure below displays the range of light readings at the Hobe Sound site.

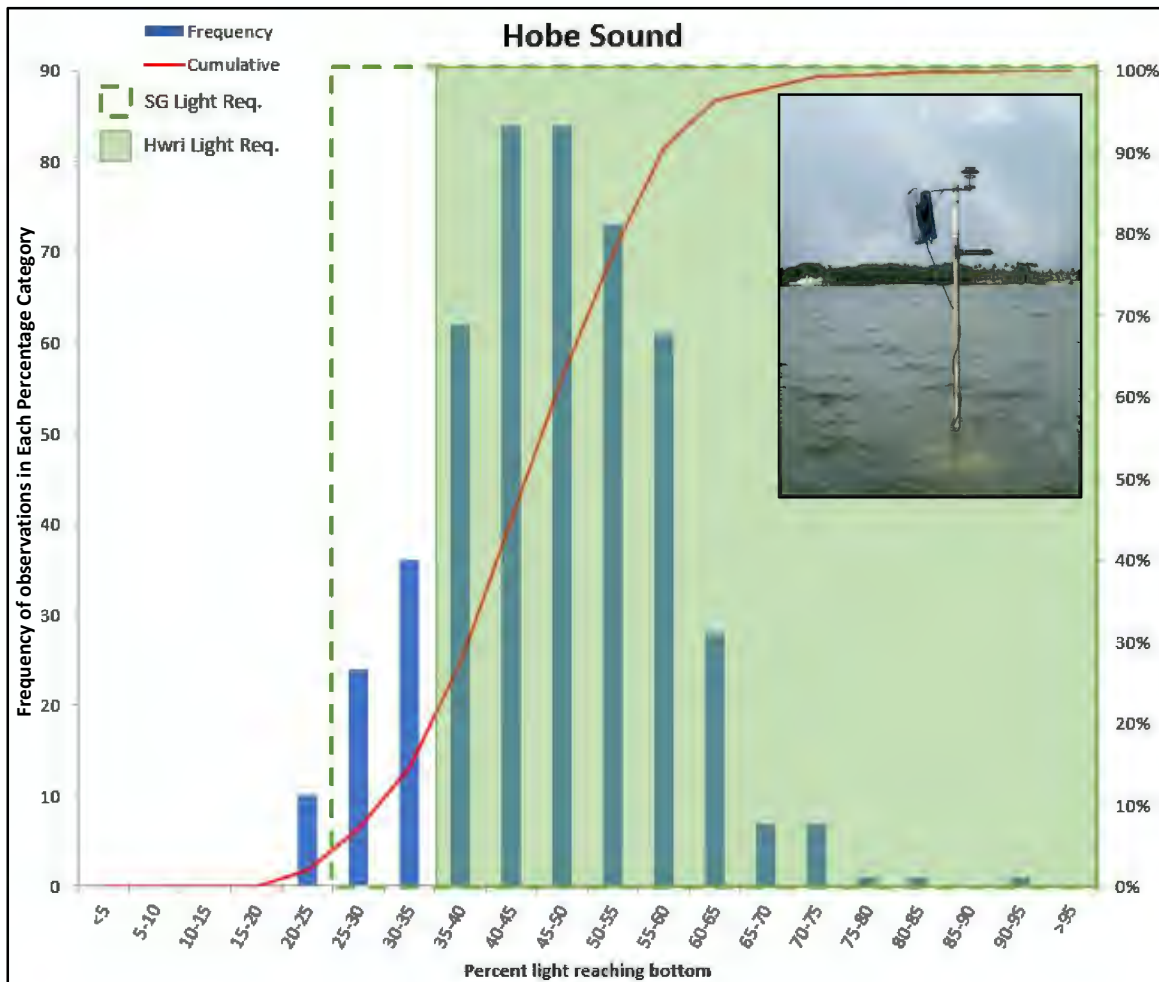


Figure above shows the frequency distribution of the percent light reaching the seagrass canopy collected since August 13 at the Hobe Sound site. Each point within the histogram represents the percent of light averaged from 15 minutes of light readings taken at 10 second interval. The red line is the cumulative distribution. The green dashed box with a left border at 25% is generally regarded as the minimum percent of sub-surface light required for seagrass growth. The green shaded box with left boarder at 35% is generally regarded as the light required for productive Shoal Grass growth. Inset photo shows light meter set up at HS site in its calibration configuration.

Oyster Spat Monitoring

Oyster spawning and spat settlement for the 29-day period ending August 20 indicated that the summertime lull in oyster spawning activity may be ending and the fall increase has begun. Oyster settlement was again highest in the Northwest Fork where spat density averaged 7,879 spat/m² with the downstream site accounting for most, or about 81%, of the total settlement activity in the Northwest Fork (figure below). This oyster spat density was only about 11% below the historical average of 8,843 spat/m² but was multiple times higher than the 498 spat/m² spat density during same period last year (2023).

The Southwest Fork experienced a more modest increase in settlement activity during August with an average of 1,517 spat/m², with settlement activity higher, or 81%, at the downstream site. Average density was about 50% below the 3,029 spat/m² historical average for the period but was multiple times higher than the 205 spat/m² spat density during same period last year (2023). This was the second consecutive year where oyster spat settlement activity declined substantially during the summer months, marking a possible return to the bi-modal, high Spring and Fall, oyster settlement pattern observed prior to 2016. Since about 2016, oyster settlement density remained highly active during the summer months as evidenced by the high outliers shown in the figure below.

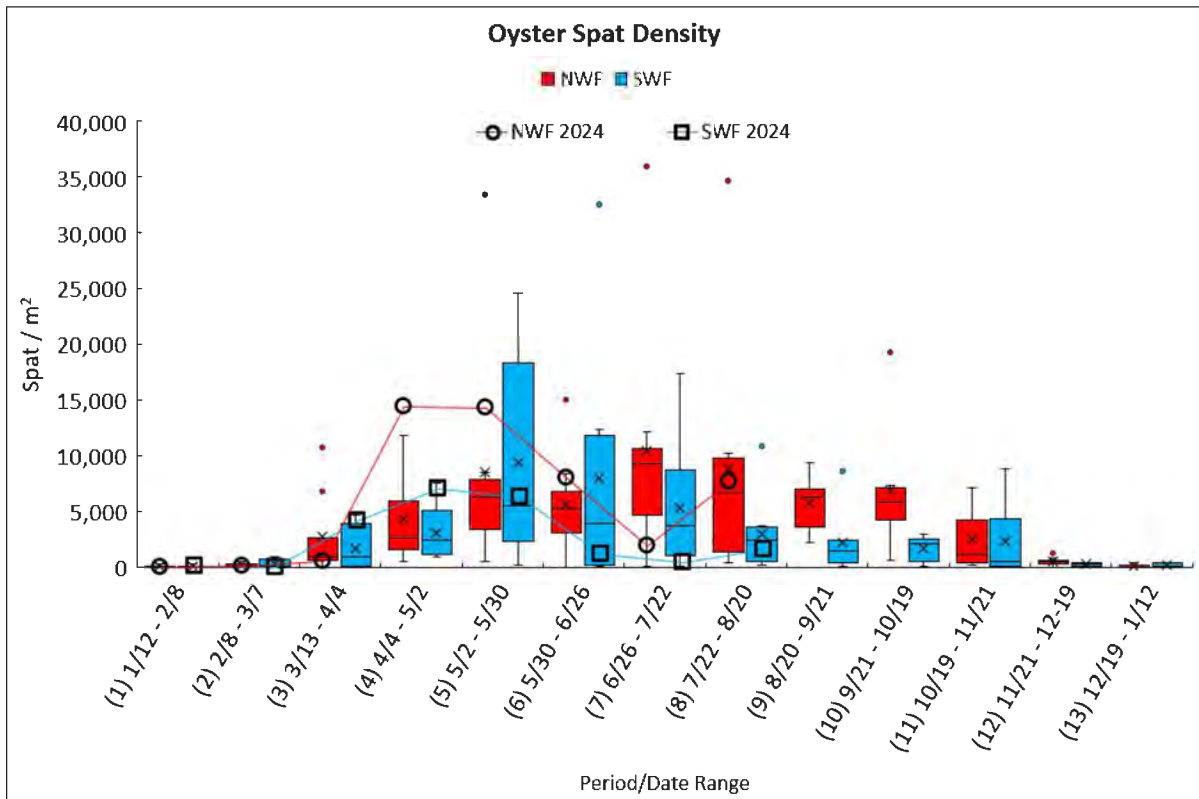


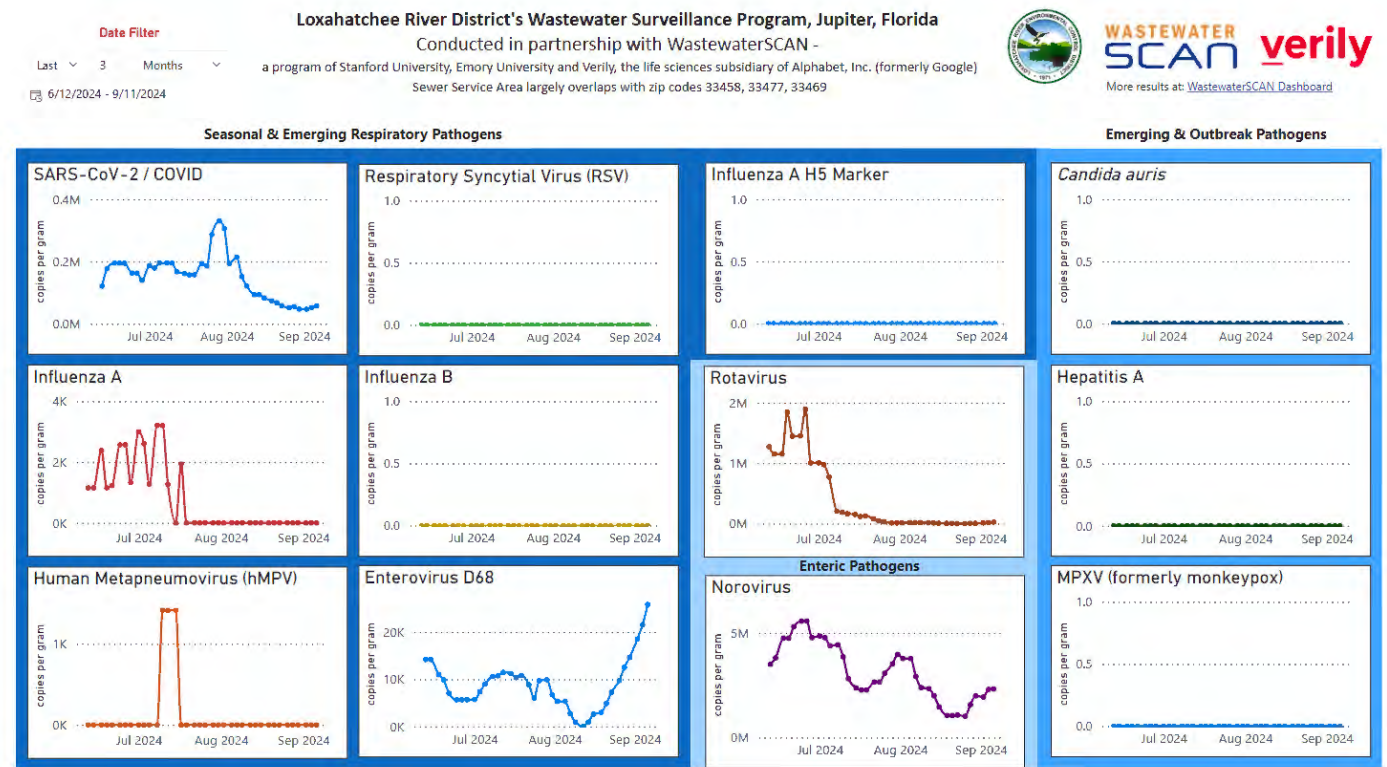
Figure: Box and whisker plot showing interquartile range (IQR) of oyster spat density (spat / m²) for each period in the Northwest Fork (red) and Southwest Fork (blue) of the Loxahatchee River between 2016-2023. The "X" indicates period mean. Superimposed on the IQR are the 2024 period means for both the Northwest Fork (circle/red line) and Southwest Fork (square/blue line).

Wastewater Surveillance

The District's Wastewater Surveillance program, monitoring 12 pathogens through the WastewaterSCAN program, showed the high COVID concentrations in late July dropping off through August and early September.

In contrast, Enterovirus D68, a respiratory virus that can be like a common cold but can be dangerous for children with asthma, sharply ramped up starting in mid-August to highest concentrations we have seen since our monitoring began last year.

Results from the WastewaterSCAN programs testing three times per week are automatically uploaded to our website at <https://loxahatcheeriver.org/wastewater-surveillance/>.



Customer Service

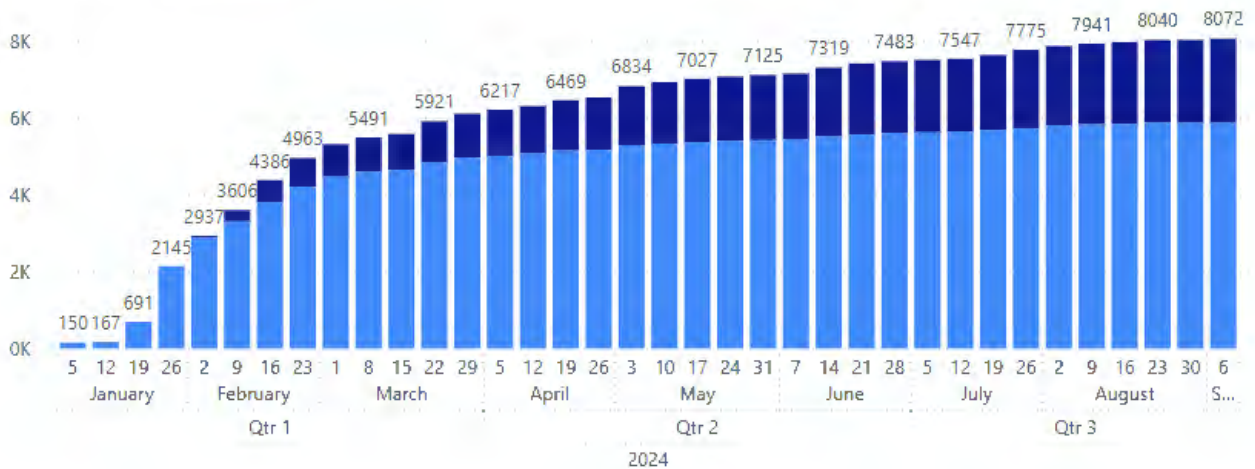
Billing & Payments

The 3rd quarter bills were due August 14, so Staff were busy processing over 18,000 payments totalling over \$2.7M. As of this writing, 87% of the accounts are satisfied and the 4,931 printed past due notices have not reached customers' mailboxes. Based on historical trends, we believe we will end the quarter very close to the ~95% bill satisfaction rate we had prior to the switch to our new customer information and payments system.

The cancellation of the prior automatic payment arrangements was a big factor in this transition and we have been working to reach those remaining customers that were on AutoPay but now have a balance due. As of September 6, we now have 8,072 customers on AutoPay as the trend of new signups appears to have plateaued (figure below). For comparison we had nearly 10,000 customer on AutoPay prior to the software switch.

Count by Year, Quarter, Month and Day

● Sum of WIPP ● Sum of ACH

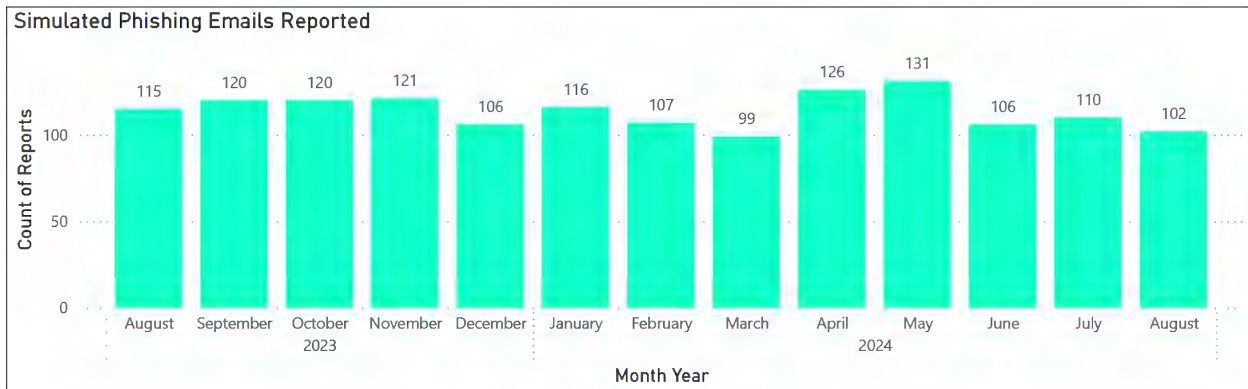


Weekly counts of Customers on AutoPay, broken down by the proportion of customers that signed up on their own through our payments portal (WIPP), or contacted our office and our Staff signed them up to pay with their bank account (ACH).

Information Technology (IT)

Phishing Incident Reporting

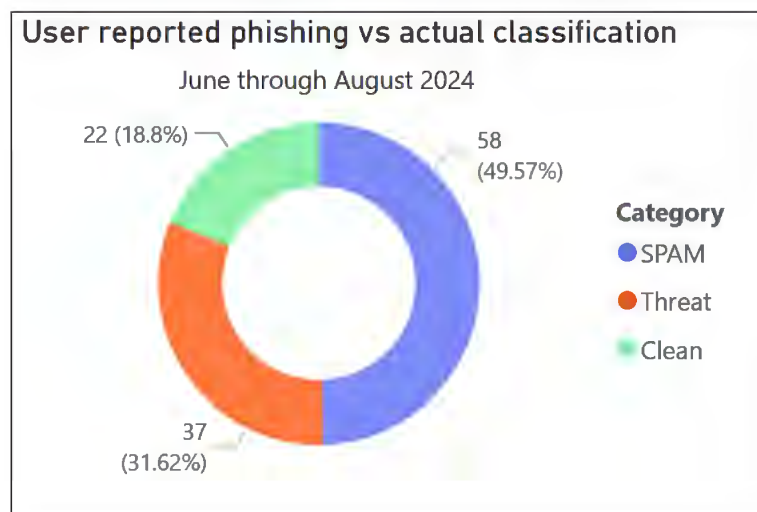
The employees at the District receive frequent simulated phishing emails that test their ability to identify those threats. We encourage users to report all suspected and test emails so they obtain feedback whether the email they reported was indeed simulated or an actual threat. We are encouraged to see that our staff is very consistent with their reporting and their ability to identify the threats.



Simulated Phishing Emails reported each month

Additionally, we classify reported emails as phishing and provide user feedback. For the last three months (June – August 2024), 117 non-simulated emails were reported by our staff. Of the 117 emails, 31.62% of these emails contained threats such as bad web links, attachments, or malicious senders.

It is very important that we receive these reports from users as new threats arise daily and new responses may need to be formulated. We greatly appreciate the assistance from the entire District Team to help protect our systems.



Non-simulated email reported email classification

Loxahatchee River Environmental Center

September 2024

River Center Summary Statistics



LRD'S ENVIRONMENTAL STEWARDSHIP DASHBOARD



		Total Visitors <small>(Incl. Visitors, Field Trips, Onsite Programs)</small>	1st Time Visitors	Average Program Participation <small>[Actual participants/Capacity of Program]</small>	Volunteer Hours	Visitor Satisfaction	Staff Overall Program Assessment	Expenses	Revenue
Benchmark / Customer Expectation		Total	Total	% of Capacity	Total	Rating Average <small>[Max Rating is 5]</small>	Rating Average <small>[Max Rating is 9]</small>	% within budget	% of Target
Green Level		≥ 90%	≥ 90%	≥ 85%	≥ 90%	≥ 4	≥ 7	≥ 85% but ≤ 105%	≥ 90%
Yellow		≥ 75%	≥ 75%	≥ 70%	≥ 75%	≥ 3	≥ 5	≥ 80%	≥ 75%
Red		<75%	<75%	<70%	<75%	<3	<5	< 80% or > 105%	<75%
2021 Baseline		952	73	83%	248	4.7	7.8	92%	85%
2022 Baseline		1,322	101	111%	240	4.6	7.9	91%	107%
2023 Baseline		1,462	110	93%	297	4.7	7.8	83%	86%
2023	Aug	1,215	69	130%	360	4.6	7.6	76%	86%
	Sept	1,093	110	98%	120	5.0	7.5	86%	86%
	Oct	1,940	142	100%	142	4.9	7.8	73%	74%
	Nov	1,183	48	110%	154	5.0	8.0	92%	72%
	Dec	1,021	78	79%	81	4.5	8.0	100%	57%
2024	Jan	1,178	84	89%	115	4.7	8.3	99%	81%
	Feb	1,689	185	105%	264	4.9	8.2	104%	94%
	Mar	1,697	128	90%	198	4.7	8.0	103%	112%
	Apr	1,162	93	88%	91	4.7	8.0	106%	112%
	May	1,153	87	117%	200	4.9	8.1	117%	106%
	June	2,870	127	111%	719	4.8	7.5	96%	86%
	July	2,120	166	93%	1,132	4.8	8.0	94%	109%
	Aug	1,258	80	141%	334	4.8	7.2	89%	99%
Consecutive Months at Green		13	13	8	4	13	13	3	2
Metric Owner		O'Neill	O'Neill	Duggan/Warwick	Patterson	O'Neill	O'Neill	O'Neill	O'Neill

Metric	Explanation

River Center General

Special Programs

Jr. Angler Fishing Tournament & Fish Fry [June 28th – August 2nd]



Returning for its eleventh year, our Jr. Angler Fishing tournament was a great success this summer. We had 97 registered anglers participate this summer for our 5-week competition. The young anglers were hooked, and the competition exceeded our expectations again this year. We are thrilled to report that the tournament more than achieved its goal of helping contestants to explore the diversity of local fisheries and learn more about the area's unique aquatic habitats, all while honing their fishing skills. The tournament lasted five weeks and participants reeled in over 5,729 fish and 132 different species! In hopes of accommodating all interested participants, both fresh and saltwater photo submissions were accepted. The excitement of the tournament culminated in the

fish fry and award ceremony on August 2nd, where the winners were announced. A hearty congratulation goes out to the grand prize winner, Jr. Angler Owen Clancy who managed to reel in and photograph more than 621 fish and caught 59 different species! After collaborative efforts from our ever-growing list of sponsors and partners, we are proud to announce that the completion of our eleventh Jr. Angler Tournament shows that this event continues to grow every year. With such tremendous turnout and interest in the tournament, the River Center hopes to continue building on this accomplishment. We are already looking forward to next year's competitive and educational summer adventure. A huge thank you to our sponsors: Fishing Headquarters, West Palm Beach Fishing Club, and Marine Industries Association of Palm Beach County, Juno Bait, and our newest sponsor True Floridian.



Blooming in the Garden – Frog On A Log [Saturday, August 3rd]



It was a hopping good time at our August Blooming in the Garden! We learned about the frog life cycle, from eggs to tadpoles to froglets to full grown frogs - and then we got to see each stage in action! We were able to get up close with tadpoles, both in our pond and in our temporary tank. Then we made our own life cycle crafts to take home. Everyone's favorite? The jumping frog cup! Next month we'll be learning all about turtles.



Adult Summer Camp – [Tuesday, August 6th]



The River Center facilitated our first ever Adult Summer Camp Day! Every year our camp parents and adult visitors always say they wished they could participate in our summer camp activities, well, now they can! Participants started out the day with a kayak paddle at Cato’s bridge by the Jupiter Inlet Lighthouse Outstanding Natural area. We made our way north in the beautiful clear waters of the Indian River Lagoon, spotting pelicans, osprey and oyster reefs. We

paddled our way toward Coral Cove Park, where we parked the kayaks and began snorkeling. Coral Cove was dense with life. Campers found Florida Fighting Conchs, Variegated Sea Urchins, Nine-armed Sea stars, and hermit crabs galore! After our snorkeling excursion, campers headed back to the River Center to change, have lunch and craft. Our campers decorated their own re-usable tote bags with leaves, flowers and other items collected from our River Center garden. It was a great day with our Adult campers, and we look forward to next year!



Little Otters – [Wednesday, August 21st]

It was another “otterly” gorgeous day at Blowing Rocks Preserve for our Little Otters! Our little ones found fighting conchs, hermit crabs, mangrove crabs, and a baby Caribbean reef squid. We have one more Little Otters left this season. After September, this water-based program will switch over to our



Tots on Trails hiking program.



Girl Scout Bronze Award Garden Project [Saturday, August 24th]



In August, the River Center had two Girl Scouts select our Secret Garden to create their Bronze Award Project. The girls, Lauren and Anna, cleared a new section of the garden by removing invasive-exotic plants and prepared the site for future planting. After site preparations, Lauren and



Anna hung some potted herbs on our wall trellis and potted a few native plants in pots that can easily be moved around the garden. We really appreciate all their hard work!

Volunteer of the Month

Our August Volunteer of the Month is Amelia Newell. Amelia is new to our volunteer team, and she began immediately helping with many different events and at the Center. Amelia not only helps with our Swamp Tromps, Blooming in the Garden and other outdoor events but also helps with our Special Events. She has attended the Animal Care training and now volunteers to help with animal care. Amelia loves nature and animals and has enjoyed learning more about marine conservation and animal care. Amelia is always so excited and willing to help with different events. When something needs to be done, we can count on Amelia. Thank you, Amelia, for all that you do to help at The River Center! We appreciate you.



Volunteer Tier Program

Volunteers are a vital part of The River Center. Without our incredible volunteers it would not be possible to have all the incredible events at The River Center. We are implementing many different appreciations for our wonderful volunteers. We have a monthly raffle with various gift cards from around the community just to say thank you for all their hard work. We are also implementing a tier reward program. The following are the tiers and the different awards that they can earn. Once a volunteer reaches the different levels they will earn a different reward.

- **25 Hours:** Goodie bag and certificate
- **50 Hours:** Keychain and certificate
- **75 Hours:** Water Bottle and certificate
- **100 Hours:** T-shirt and certificate
- **200 Hours:** Hoodie and certificate

We love our tier volunteers and appreciate their hard work and are so excited to reward them with a token of our appreciation.

UPCOMING EVENTS

RSVP at www.lrdrivercenter.org/events-calendar
rivercenter@lrecd.org or 561-743-7123

Every Thursday, 9:30 a.m. – 10 a.m. – Story time: Join the River Center for Story Time. Families are welcome as we read stories and have an animal encounter.

September 21, 10:00 a.m. – 12:00 p.m.: Latino Conservation Week Fishing Adventure [Jupiter Inlet Lighthouse Outstanding Natural Area]: Join us for a fishing adventure geared for Latino Conservation Week! ¡Únase a nosotros en una aventura de pesca preparada para la Semana Latina de la Conservación! Nos instalaremos en el área natural excepcional del faro de Júpiter Inlet. Este programa está diseñado para pescadores jóvenes que desean tener más experiencia en pesca. Es una manera emocionante de descubrir nuevos lugares de pesca acompañado por el personal de River Center. Se te proporcionarán postes y cebo o puedes traer tu propio equipo. Se anima a los padres a acompañar a sus hijos y participar. Todos deben traer agua, bloqueador solar, gorra y lentes de sol. ¡Por favor confirme su asistencia utilizando el enlace a continuación! We'll be set up at the Jupiter Inlet Lighthouse Outstanding Natural area. This program is designed for young anglers who want more fishing experience. It's an exciting way to discover new fishing spots while accompanied by River Center staff. Poles and bait will be provided or you can bring your own gear. Parents are encouraged to accompany their children and participate. Everyone should bring water, sunscreen, hats, and sunglasses. Please RSVP using the link below

September 25, 10:00 a.m. – 11:00 a.m.: Little Otters: Beat the summer heat and get in the water with your little one! Join us once a month throughout the summer at the Nature Conservancy's Blowing Rocks Preserve (574 S Beach Rd, Hobe Sound, FL 33455). We will meet outside the visitors' center on the lagoon side (west side). The River Center will provide dip nets and sand toys. We'll search for urchins, conchs, and crabs while enjoying the natural beauty around us. This event is for ages 2 thru 6. Adults and children should come prepared to be in the water for an hour. This includes closed toe water shoes, sunscreen, hats, and water bottles. Adults will be responsible for their children during this program. Limited to 20 children (+ their accompanying adults). Siblings of all ages are welcome, just include them in your registration! This program is free of charge. Please RSVP to attend. Registration will open 1 month prior to the program date!

September 28, 3:00 p.m. – 4:00 p.m.: Science with Sam [Rocks Rock]: Join our Scientist Sam for different science activities! Students learn all about the various rocks on earth, what they are, how they form, and what we can learn from them. They will learn the rock cycle, where specific rocks can be found, and what changes and shapes rocks over time. Students will conduct rock experiments to identify different types of rocks. There is no cost for this program but please RSVP to attend. Space is limited. If the "Register" button gives you an error message, please join our Waitlist!

October 3, 9:00 a.m. – 11:30 a.m.: Nature Journaling [North Jupiter Flatwoods Natural Area]: Students make a field guide or "collection" of things within a focused category, such as leaf types, rocks in a stream, things that are red, or tracks. Are you interested in Nature Journaling and don't know how to start? We have the class for you! Nature Journaling is a great way to slow down to discover and explore the nature around us. We will teach observation, writing, measurement and recording skills. You do not need to be an "artist" to be a nature journalist. You just need a little curiosity. This is a monthly class with a different theme and skill each month. Cost is \$5 per person. Purchase the starter kit for an additional \$5 per person.

October 4, 12:00 p.m. – 1:00 p.m.: Lecture [Create a Kid-Friendly Food Forest]: Join us at the River Center for our monthly lecture series! Our October speaker is Amanda Pike, PhD, ATR-BC, board-certified therapist, certified educational leader, and owner of a Florida permaculture farm, presenting "Create a Kid-Friendly Food Forest: Grow Natives, Create Eco-systems & Pass on an Heirloom." Learn how to plan and design a backyard food forest based on kid-friendly perennials. Replace groceries starting the first year! Amanda Pike, PhD, ATR-BC, is a board-certified therapist, certified educational leader,

and owner of a two-acre, Florida permaculture farm complete with hundreds of species of edible plants, free-roaming chickens, and 26 beehives. Dr. Pike serves as Education Chair and Chapter Representative for the Palm Beach County chapter of the Native Plant Society. As a local 4-H program facilitator, Dr. Pike helps make food forestry an accessible and practical landscaping option for the community. Her food forest currently provides an average of 70% of her family's daily meals. Registration is required to attend. This event is not recommended for children under the age of 14.

October 5, 10:00 a.m. – 11:30 a.m.: Blooming in the Garden [Creepy Crawlies]: Join the River Center for our Bloomin' in the Garden program, designed for children ages 3-6. This month's theme is Creepy Crawlies! The program will start at 10:00am with story time and a nature-themed craft. We will then move to our garden for exploration and hands-on fun. When it's time to go home, children will receive seed to take home to start their own garden! So don't miss this exciting chance for you and your little ones to enjoy nature together! **This program has limited space so please only sign up if you are planning on attending, and please let us know if you won't be able to make it!** This activity is outside, so dress comfortably and be ready to possibly get a little messy. All equipment will be provided, and this program is free of charge. Donations are always welcome. Registration will open 1 month prior to the program date.

October 5, 10:00 a.m. – 12:00 p.m.: Archery 101: Join the River Center for our Archery 101 Beginners workshop! Learn about the complex history of archery, safety, and basic skills. All equipment will be provided. Closed toe shoes are required; Participants should bring comfortable clothing, water and sunscreen. Cost: \$10 per person. For ages 10 and up. Registration is required to attend. Space is limited. This is not a drop off program. If the "Register" button gives you an error message, please join our Waitlist!

October 12, 8:00 a.m. – 4:00 p.m.: Boat America Class [Boating Safely]: Cost: \$10 to register; refunded when class is completed. 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, but all ages are welcome.

October 16, 10:00 a.m. – 11:00 a.m.: Tots on Trails [Delaware Scrub Natural Area]: Let's get outside! Join the River Center for our Tots on Trails program, designed for children ages 2-6! Each month, we'll explore a new natural area in the Jupiter/Tequesta area. This month, we'll be at the Delaware Scrub Natural Area. We will meet at the nature area's parking lot at 10:00 am. Together, we'll walk the trail, observe plants and animals with our magnifying glasses & binoculars, and learn about the nature surrounding us. Additional activities may include scavenger hunts, trail games, and nature art. Adults and children should come prepared to be outside for an hour. This includes comfortable clothing, closed toe shoes, hats, sunscreen, bug spray, and water bottles. Limited to 20 children (+ their accompanying adults). All equipment will be provided, and this program is free of charge. Donations are always welcome. Please RSVP to attend. Registration will open 1 month prior to the program date!

October 22, 4:00 p.m. – 5:00 p.m.: Afterschool Science with Sam [Bioluminescence]: Join our Scientist Sam for different science activities! Join Science with Sam for a unique lesson on bioluminescence! This class focuses on organisms that are bioluminescent and why they use their light. Students will discuss what types of animals give off bioluminescence, why the animal uses it, and how that helps them survive. At the end of class, students will be able to observe living bioluminescent dinoflagellates swirl and glow and see how they use their light! There is no cost for this program but please RSVP to attend. Space is limited. If the "Register" button gives you an error message, please join our Waitlist!

October 26, 10:00 a.m. – 12:00 p.m.: Wilderness Skills – [Gear & Trail Safety]: Join the River Center for new Wilderness Skills workshops! This series is designed to educate participants on various wilderness skills to encourage outdoor recreation. Each class will focus on different outdoor skills. We recommend taking all classes for the full experience. This three part series will include natural shelter

building, orienteering, and more! Ages 8+. If the “Register” button gives you an error message, please join our Waitlist! This is not a drop-off program.

October 29, 9:30 a.m. – 11:30 a.m.: Swamp Tromp [Cypress Creek North Natural Area – Route 1]: Come explore with us! Join the River Center on our Swamp Tromp series as we wade through the freshwaters of Cypress Creek Natural Area on Route 1! Walk along the guided paths and immerse yourself in this local natural area. We will explore a rugged path inside Cypress Creek filled with high grasses, mud, standing water, and thick bushes. Interested participants should wear long pants and comfortable clothes, and bring a walking stick, bug spray, and plenty of water. CLOSED TOE SHOES ARE REQUIRED TO PARTICIPATE. Water may be knee deep or higher in some locations, so you may want to bring a towel and some dry clothes/shoes for after the hike. Experience Level: Intermediate. Please be advised, this is not recommended for children under the age of 8 or participants with limited mobility. This site does NOT have any restroom facilities. Make sure to RSVP to this event! Space is limited. If the “Register” button gives you an error message, please join our Waitlist!



D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

To: D. Albrey Arrington, Ph.D., Executive Director
From: Ed Horchar Safety Officer
Date: September 10, 2024
Subject: District Safety Report for August 2024

Safety Metrics: August 2024

OSHA recordable injuries: Zero

Lost time injuries: Zero

Actual TRIR: 2.5 [Goal < 1.5]

TRIR = Total Recordable Incident Rate

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.*

OSHA Recordable Incidents/MVA's: The LRD experienced zero (0) OSHA Recordable Injuries in August. The District has a rolling twelve-month Total Recordable Incident Rate (TRIR) of **2.5**. This is greater than the District goal of 1.5. District employees will need five consecutive months of injury free work before the rolling twelve-month TRIR will be reduced.

The District did not experience a Motor Vehicle Accident (MVA) in August. With one MVA in the last 12-month period, the MVA incident rate is at 1.1. Below the LRD MVA goal of 2.2. Working through September 2024 without an MVA will reduce the MVA rate to zero.

Sustainment: The Power BI tracked Job Hazard Assessment (JHA) activity indicates an August JHA generation of 1640, greater than the 12-month rolling average of 1,426 per month. Current Power BI data now accurately captures multiple JHA's on one work order. Although not fully integrated into EAM, the Wild Pine Lab and River Center continue to utilize the JHAs and are included in the overall data. The following is an assessment of August's JHAs performed per employee in each department:

Reuse:	61 JHA / employee	Construction:	14 JHA / employee
Operations:	37 JHA / employee	Inspection:	47 JHA / employee
Collections:	45 JHA / employee	Wild Pine Lab	4 JHA / employee
Maintenance:	35 JHA / employee	River Center	2 JHA / employee

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JHA and Work Orders: In August approximately 99% of the applicable Work Orders (WO) included a JHA. This represents twenty-one (21) months in a row in which the District expectation of 95% was exceeded. The following is a District comparison for the percentage of August EAM applicable Work Orders generated for which an electronic JHA was completed:

Reuse:	100 %	Construction:	99 %
Operations:	99 %	Inspection:	100 %
Collections:	99 %	Wild Pine Lab	0 Electronic JHA's
Maintenance:	98 %	River Center	0 Electronic JHA

Lockout / tagout (LOTO): LOTO continues to be tracked in similar fashion to the JHA's. The machine-specific LOTO form is what an "Authorized" LOTO employee must complete prior to placing the machine / system in a locked-out condition. Any District employee working on the system/equipment being locked-out must affix their own personalized lockout lock and tag to the equipment. August data indicated 331 machine-specific LOTO forms were completed by District employees. This volume is more than a 250% of what was reported in July. Current data indicates the LOTO compliance rate to be at 82% of applicable work orders. This is better data than indicated in July, but not the performance the District expects. The training and awareness was effective to increase the August performance, but more needs to be done as work order task plans continue to be inaccurately completed. 74 applicable work orders did not have the required LOTO question prompt completed in August. Not completing this question resulted in a decrease in the total % compliance toward LOTO. As we continue to track the LOTO to work order compliance, the expectation is for this number to increase. The District will not be satisfied until the LOTO percentage is sustained at 100%.

Near Miss Reporting: There were 6 Near Miss reports initiated in August which is less than the 12-month rolling average of 7. The Inspection and Maintenance Department each submitted two reports, and Operations and Collections Department each submitted one near miss report. Three slips, trips and falls were reported, along with one suggestion for safety process improvement and one vehicle accident near miss. The Near Miss Reporting Standard Operating Procedure is being enhanced to increase the efficiency of implementing corrective actions. Upon receiving the Near Miss report, the reporting employee's direct supervisor will initiate the review of the concern with the reporting employee and the Safety Officer and create a work order to track the near miss progress, including closure. All District employees should continue to report potential safety issues, including unsafe or unhealthy conditions, potential pollution sources or events, and suggestions to improve safety processes, via Near Miss Reporting.

Training: The District Safety training in August included New Hire Orientation for one Collections and one Engineering employee. Computer Based Training (CBT) for all new hires is standardized for Human Resources, Information Technologies and Safety, and is automatically distributed to new hires on their respective first day of work. The following are standard safety-related CBT provided to new employees: New Employee Safety Orientation,

PPE Awareness, Bloodborne Pathogens, Hazard Communication, Chlorine Awareness, Heat Stress Safety, and Hydrogen Sulfide (H₂S) Awareness.

Additional safety-related training included: Lockout-tagout Authorized, Confined Space Entrant and Confined Space Attendant classroom training was conducted for three District employees. CBT carryover into August included Confined Space Hazards, Fall Protection Care and Maintenance and LOTO Awareness. The overall training completion for August was at 98% which is meeting the District's expectations.

Congratulations goes out to Omar Lawrance (Collections) for completing the DOT Intermediate Management of Traffic (IMOT) certification in August.

CPR/AED/First Aid training will be conducted on October 9, 2024. We have only a couple open slots remaining if you have yet to get your certification. Let Ed Horchar know if you are interested.

Safety Committee: The District Safety Committee continues to work on enhancing the District's emergency response process. Muster signs for assembling employees in the event of a fire have been posted in strategic locations at the plant site and River Center. In addition, Severe Weather shelter in place signs have been posted on strategic rooms throughout the District. The committee is addressing evacuation maps for each District building. Once this is complete, we will concentrate on emergency evacuation training and conducting evacuation drills with Palm Beach County Fire Rescue. In addition, the committee has worked closely with PBC Fire Rescue Special Operations Station 19 to formulate an extraction map for when Wild Pines Lab employees are out on the boat performing their work, and when Collections personnel are working in JD Park (especially during night emergency calls). The extraction map is another emergency response method/tool to provide fast emergency response if required when District employees are working in these remove locations. With the use of this extraction map, PBC Special Operations can pinpoint the exact location of District employees in the event of an emergency. Jerry Metz (Lab) and Chuck Talledo (Collections) were instrumental in developing the map, equipped with specific locations/coordinates for extraction, in collaboration with PBC Special Operations Captain Juan Saavedra.

In future meetings, the Safety Committee will take on the task of auditing Job Hazard Assessments to ensure consistent quality product. The results will also provide needed information in developing District JHA training. Working safely at the District IS the standard, and the Safety Committee is one example of how District employees are working together to better the daily safety of all employees. Let's continue in this direction and demonstrate that dedication to work smart and safely. Please visit with any questions or ideas you may have. And do not forget to utilize the near miss reporting system. Let's help each other stay safe and reach beyond our goals.



LOXAHATCHEE RIVER DISTRICT

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D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

MEMORANDUM

TO: Governing Board
FROM: Administration Staff
DATE: September 12, 2024
SUBJECT: Consultant Payments

The following amounts have been reviewed and approved for payment to our consultants for work performed during the prior month.

Consultant	Prior Month	Fiscal YTD
Attorneys	\$ 12,929.00	\$ 127,813.28
Baxter & Woodman	\$ 28,239.83	\$ 264,354.33
Holtz	\$ 23,394.60	\$ 327,769.56
KCI	\$ 14,808.60	\$ 71,833.00
Kimley-Horn & Associates, Inc.	\$ 1,329.00	\$ 24,800.00
Mock, Roos & Associates	\$ 175.00	\$ 19,601.50
Chen Moore	\$ 12,890.98	\$ 12,890.98

Should you have any questions regarding these items, please contact Kara Fraraccio concerning the attorney invoices, and Kris Dean concerning the engineer invoices.

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Future Business

General:

- Required Ethics Training for Board Members
(see <https://www.fasd.com/ethics-for-special-districts>)

Future Contracts:

- Anaerobic Process Aeration System Study – Change Order
- Chapter 31-10 Rates, Fees, and Charges - Types of Use/Equivalent Connections; Harbor Road South Phase 1 Sub-Regional Line Charge
- County Line Road Bridge IQ Main Relocation – Award Construction Contract
- Evoqua Water Technologies Amendment to Contract - Master Lift Station – Odor Control
- FY25 Fleet Purchase – Award Contract
- FY25 Portable Generator and Pump Purchase – Award Contract
- Maintenance Facility – Professional Engineering Services – Approval of Qualified Firms
- Warehouse Facility – Professional Engineering Services – Approval of Qualified Firms

