

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041279-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Authorize the chairman on behalf of the BOCC to approve South Florida Water Management District (SFWMD) Agreement No. IA050215 for Waterway Estates Wastewater Treatment Plant (WWTP) Reuse Storage Project. The total SFWMD funds are \$100,000 and the total project cost is \$650,000. Remaining funds will be available in Lee County Utilities CIP budgeted funds. Approve Budget Amendment Resolution for \$100,000, and amend Fy04-05/08-09 CIP accordingly. *AW*

WHY ACTION IS NECESSARY:

To establish the responsibilities and funding obligations of the County as this partially SFWMD-funded project is completed within a two-year period. *AW*

WHAT ACTION ACCOMPLISHES:

Allows Lee County to work cooperatively with SFWMD to complete the project (construction of a new 0.50 million-gallon aboveground storage tank and pumping facilities) that will enhance the future water resources capability of the Lee County Utilities system. Also, reduces the amount of water disposed to the river, and reduces nutrient-loading of the river.

2. DEPARTMENTAL CATEGORY: 10  
COMMISSION DISTRICT #: 4

*C10C*

3. MEETING DATE: *11-09-2004*

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
  - ORDINANCE
  - ADMIN. CODE
  - OTHER Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: \_\_\_\_\_
- B. DEPARTMENT: Lee County - Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director
- DATE: 10/27/04

7. BACKGROUND:

On October 14, 2004, the Governing Board of the South Florida Water Management District (SFWMD), approved entering into the attached Agreement, to provide financial assistance to Lee County Utilities to conduct the expansion of the Waterway Estates Wastewater Treatment Facility Reuse System, more specifically, the construction of a new 0.50 million gallon above-ground storage tank and pumping facilities. The storage tank will hold reclaimed water during low demand periods. The pumping facilities will be connected to a reclaimed water line that provides water to the Cape Coral reclaimed water system and the Lochmoor Golf Course. This will allow reclaimed water to be delivered to the customers during demand periods.

(CONT'D.)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES			(G) COUNTY MANAGER
					OA	OM	Risk	EC
<i>J. Lavender</i> Date: <i>10-21-04</i>	<i>E. Logan</i> Date: _____	N/A	<i>B. Dearborn</i> Date: <i>10/24/04</i>	<i>10/25/04</i> Date: _____	<i>10-26-04</i>	<i>10/26/04</i>	<i>10/26/04</i>	<i>10/26/04</i>

10. COMMISSION ACTION:

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

Rec. by CoAtty  
Date: *10/27/04*  
Time: *2:00*  
Forwarded To: \_\_\_\_\_

RECEIVED BY  
COUNTY ADMIN: *AW*  
*10/25/04*  
*9:25 am*  
COUNTY ADMIN  
FORWARDED TO: *PL*  
*10/27/04*  
*9 am*

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Lee County Utilities (LCU) has obtained the necessary easements, and has negotiated and executed reuse agreements with both Lochmoor Country Club and the City of Cape Coral for the end use of essentially all reclaimed water generated at the Waterway Estates Wastewater Facility.

Lee County Utilities is responsible for the engineering, construction and operation of the project, as well as administration of the program.

The total project cost is established at \$650,000.00, which includes prior year expenses. The SFWMD financial assistance is for \$100,000 and the balance is proposed to be funded from Lee County Utilities approved Capital Improvements Program Budget.

Funds will be made available in Account No.

20725648730506540

(Capital Improvements/Waterway Estates Reuse Storage/LCU Sewer Connection Fees/Improvements Construction)

Attachments: 2 Originals of Agreement



# RESOLUTION #

Amending the Budget of Capital Improvements Construction-Fund 48730 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements Construction-Fund 48730 budget for \$100,000 of the unanticipated revenue and an appropriation of a like amount for construction costs and;

**WHEREAS**, the Capital Improvements Construction-Fund 48730 budget shall be amended to include the following amounts which were previously not included.

<b>ESTIMATED REVENUES</b>		
Prior Total:		\$41,412,237
Additions		
22725648730.337300.9006	SFWMD	100,000
Amended Total Estimated Revenues		\$41,512,237

<b>APPROPRIATIONS</b>		
Prior Total:		\$41,412,237
Additions		
22725648730.506540	Improvements Construction	100,000
Amended Total Appropriations		\$41,512,237

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements Construction-Fund 48730 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA



## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

**ADM 28-06**

October 14, 2004

Mr. Howard Wegis  
Lee County  
1500 Monroe St.  
Ft. Myers, FL 33902

**Subject: Contract No. IA050215  
Waterway Estates Reclaimed Water Storage and Pumping**

Dear Mr. Wegis:

Enclosed are two (2) copies of the subject contract. Please have them signed by an individual with signature authority on behalf of your organization. Return both copies to my attention. Do not date the documents; a fully signed and dated contract will be returned to you upon execution by the District.

Kindly return the executed documents **within ten (10) business days**. Please include documentation to demonstrate official delegation of signature authority on behalf of your firm up to the contract monetary limits.

Note that this contract is not binding on the parties until it is approved by the appropriate level of authority within the District and executed by both parties.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, please contact me at (561) 682-2536.

Sincerely,

A handwritten signature in cursive script that reads "Penelope Burger".

Penelope Burger  
Contract Specialist  
Procurement Department

PB/sj  
Enclosure

c: w/ attachment  
Elliot Kampert, 4350

OCT 14 2004

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GOVERNING BOARD

Nicolas J. Gutiérrez, Jr., Esq., *Chair*  
Pamela Brooks-Thomas, *Vice-Chair*  
Irela M. Bagué

Michael Collins  
Hugh M. English  
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Trudi K. Williams, P.E.

EXECUTIVE OFFICE

Henry Dean, *Executive Director*



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

**AGREEMENT NO. IA050215**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**LEE COUNTY**

**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ by and between the South Florida Water Management District (**DISTRICT**) and Lee County (**ENTITY**).

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

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **ENTITY** to conduct the expansion of the Waterway Estates Wastewater Treatment Facility; and

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

**WHEREAS**, the **ENTITY** more specifically, has obtained the necessary easements and wish to construct a new 0.50 million gallon ground storage tank and pumping facilities; and

**WHEREAS**, the **ENTITY** has negotiated and executed reuse agreements with both Lochmoor Country Club and the City of Cape Coral for the end use of essentially all reclaimed water generated at the Waterway Estates Wastewater Facility; and

**WHEREAS**, the Governing Board of the **DISTRICT**, at its October 14, 2004 meeting, approved entering into this **AGREEMENT** with the **ENTITY**; and

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

1. The **DISTRICT** agrees to contribute funds and the **ENTITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for construction of a new 0.50 million gallon ground storage tank and pumping facilities at the Waterway Estates Wastewater Treatment Facility.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of two (2) years.
3. The total **DISTRICT** contribution shall not exceed the amount of \$ 100,000.00. The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to

adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$ 100,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount.

4. The **ENTITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **ENTITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **ENTITY** shall cost share in the total amount of \$ (N/A) in conformity with the laws and regulations governing the **ENTITY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **ENTITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **ENTITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond two (2) years from date of contract execution unless authorized through execution of an amendment to cover succeeding periods.
7. The **ENTITY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **ENTITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **ENTITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **ENTITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **ENTITY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **ENTITY** under this **AGREEMENT** shall be deemed to be the property of the **ENTITY** upon completion of this **AGREEMENT**. The **ENTITY** shall retain all ownership to tangible property.
9. The **ENTITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **ENTITY** and the officers, employees, servants and agents thereof. The **ENTITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **ENTITY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **ENTITY** subcontracts any part or all of the work hereunder to any third party, the **ENTITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **ENTITY**. Any contract awarded by the **ENTITY** shall include a provision whereby the **ENTITY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **ENTITY's** subcontract.
10. The **ENTITY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **ENTITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not

assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **ENTITY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **ENTITY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **ENTITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **ENTITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **ENTITY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **ENTITY**.
16. The **ENTITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **ENTITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The **ENTITY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
  - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
  - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **ENTITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **ENTITY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
  - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **ENTITY** as set forth in Exhibit "C". The **ENTITY** shall maintain all financial/non-financial records through:
    - (1) Identification of the state or federal awarding agency, as applicable
    - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
    - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
    - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
    - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year
  - B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's

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

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

**South Florida Water Management District**

**Lee County**

Attn: Elliot Kampert, Project Manager  
Attn: Penelope Burger, Contract Specialist  
P.O. Box 24680  
3301 Gun Club Road  
West Palm Beach, FL 33416-4680  
Telephone No. (561) 682-2536

Attn: Howard Wegis, Project Manager  
  
1500 Monroe Street  
Fort Myers, FL 33902  
Telephone No. (239) 479-8163

19. **ENTITY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 – 24
  - (b) Exhibit "A" Statement of Work
  - (c) all other exhibits, attachments and documents specifically incorporated herein by reference



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

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_

Frank Hayden, Director of Procurement

**SFWMD** PROCUREMENT APPROVED

By: *Genelpe Buzon*  
Date: 10-13-04

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT "A"** **STATEMENT OF WORK**

### **1.0 INTRODUCTION**

Lee County (hereinafter "**ENTITY**") owns and operates a wastewater utility known as the Waterway Estates Wastewater Treatment Facility (facility) which is located east of Cape Coral, south of the intersection of Hancock Bridge Parkway and Skyline Terrace and east of Orange Grove Boulevard. The permitted capacity of the facility is 1.30 million gallons per day (mgd) and it is currently operating at 1.00 mgd. The effluent from the facility is either discharged to the Caloosahatchee River or used for irrigation at Lochmoor Golf Course. Reclaimed water is pumped from the facility to Lochmoor Golf Course where it is stored in an existing storm water management pond. Since this pond is a storm water management pond, its use as a reclaimed water storage facility is limited. Future use of this pond for storage of reclaimed water is anticipated to need to be discontinued soon. The construction of a new 0.50 million gallon ground storage tank and pumping facilities will provide for storage of reclaimed water during low demand period and pumping of the reclaimed water to the golf course and other reclaimed water customers during demand periods.

This project will allow excess reclaimed water to be transferred to the City of Cape Coral's reclaimed water system through an existing pipeline. The reclaimed water will then be delivered to reclaimed water customers through Cape Coral's reclaimed water system. This will help reduce irrigation using potable water and promote potable water conservation.

The **ENTITY** has obtained the necessary easements to accommodate the storage tank and has negotiated and executed reuse agreements with both Lochmoor Country Club and the City of Cape Coral for the end use of essentially all reclaimed water generated at the Waterway Estates WWTF. Design of the project is complete and the project is currently being advertised for bid.

### **2.0 OBJECTIVES**

Maximize the utilization of reclaimed water, reducing the use of potable water for irrigation with the added benefit of reducing discharge of effluent to the Caloosahatchee River. The objectives are consistent with the goals of the Lee County Comprehensive Plan and the South Florida Water Management District's (hereinafter "**DISTRICT**") Lower West Coast Water Supply Plan.

### **3.0 SCOPE OF WORK**

Included in this project is the construction of a 0.50 million gallon ground storage tank for the storage of reclaimed water. Additionally, pumping facilities will be constructed to pump the water to reclaimed water customers. The pumping facilities will be connected to a reclaimed water line that provides water to the Cape Coral reclaimed water system and the Lochmoor Golf Course.

The ultimate goal of the project is to promote the use of reclaimed water and conserve fresh water resources. This goal will be accomplished by:

- A ground storage tank for reclaimed water during low demand periods
- Pumping facilities to deliver the reclaimed water to customers during demand periods

### **4.0 WORK BREAKDOWN STRUCTURE**

The work to be performed under this project involves preparation of design documents, bidding documents, bid advertisement, award of contract, review of shop drawings, construction of the project, observation of construction activities, contract administration, project closeout, preparation of record drawings, and preparation of an operation and maintenance manual. Summaries of work tasks to be performed are as follows:

#### **Task 1 – Preconstruction Activities**

- Land and easement acquisitions (Completed)
- Geotechnical investigation
- Survey proposed site for storage facility
- Submit permit applications to FDEP and DISTRICT (Completed)
- Preparation of plans and specifications (Completed)
- Advertise and receive bids for the construction contract (Completed)
- Award construction contract

#### **Task 2 – Construction Activities**

- Hold preconstruction meeting with contractor
- Review shop drawings
- Mobilization
- Site observations
- Progressing meetings
- Review and approval partial pay request
- Clearing and grubbing of site
- Construction of storage tank
- Construction of the pump station

- Installation of the electrical and instrumentation/control equipment
- Connection to the reclaimed water line
- Pressure testing of piping
- Testing and startup of pump facilities
- Certification of substantial completion
- Final completion
- Demobilization

**Task 3 – Post Construction Activities**

- Preparation of certification of completion of construction in accordance with regulatory agencies
- Preparation of record drawings
- Preparation of Operation and Maintenance manual

## **5.0 DELIVERABLE SCHEDULE**

The **ENTITY** shall submit to the **DISTRICT** a Certificate of Completion, Record Drawings, and final invoice within two (2) years from the execution date of this contract.

**EXHIBIT "B"**  
**SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

- A summary deliverable schedule for each task associated with this project is set forth below. The schedule is based on a two-year period.
- All deliverables submitted hereunder are subject to review by the DISTRICT. The ENTITY hereby agrees to provide the DISTRICT all deliverables, data and information described in the Statement of Work in both written and electronic four-digit format. Acceptability of all work will be based on the judgment of the DISTRICT that the work is technically credible, accurate, precise and timely.
- Due dates for all deliverables are stated below from the date of contract execution. Unless otherwise noted, the DISTRICT will review and forward, within fifteen (15) working days of receipt, recommended revisions (letter format) to each report for incorporation by the ENTITY into the final submission.
- All deliverables shall be submitted to the DISTRICT project manager.
- Payment shall be made following receipt and acceptance by the DISTRICT of project deliverables in accordance with the schedule set forth below. Total payment by the DISTRICT for all work completed herein shall not exceed the amount of \$ 100,000.00. All payments are subject to DISTRICT fiscal year appropriations.

<b>Task No.</b>	<b>Deliverables</b>	<b>Due Date</b>	<b>Payment</b>
1-3	<b>Certificate of Completion, Record Drawings and Final Invoice.</b>	2 Years	\$ 100,000.00
	<b>Total</b>		<b>\$ 100,000.00</b>