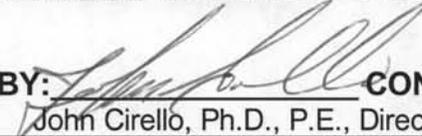


SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: St. Johns River Water Management District-Cost Sharing Agreement for the Greenwood Lakes Reclaimed Water System Improvement Project

DEPARTMENT: Environmental Services **DIVISION:** Planning, Engineering & Inspections

AUTHORIZED BY:  **CONTACT:** J. Dennis Westrick, P.E. EXT. 2040
JDW
John Cirello, Ph.D., P.E., Director

Agenda Date <u>9-13-05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Board of County Commissioners to grant authority to J. Dennis Westrick, P.E. to execute St. Johns River Water Management District's (SJRWMD) Agreement for cost sharing funds to support the County's Greenwood Lakes Reclaimed Water System Improvement Project.

BACKGROUND:

The Central Florida area of the SJRWMD includes the counties of Brevard, Flagler, Lake, Marion, Seminole & Volusia. The District has developed the Central Florida Aquifer Recharge Enhancement (CFARE) project for implementation within the Central Florida study area. The CFARE project consists of three phases, each of which includes multiple parts, some of which include construction. The Greenwood Lakes Reclaimed Water System Improvement project was identified as a Phase III project for implementation as an aquifer recharge enhancement project. As such, the Greenwood Lakes project was eligible for Florida Forever Funding. A funding request was submitted as part of the North Seminole Regional Reclaimed Water and Surface Water Augmentation System Expansion and Optimization Study, a study partially funded by the SJRWMD, Cities of Lake Mary and Sanford and Seminole County. Florida Forever Funding in the amount of \$420,000 was approved in support of the construction of a second 1.75 MG ground storage tank and associated piping at the County's Greenwood Lakes Rapid Infiltration Basins (RIBs) and Reclaimed Storage site near Interstate 4 and Sand Pond Road. The benefits of the project will allow Seminole County to expand its reclaimed water system to serve existing and future customers.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u> <i>EW</i> </u>
CM: <u> <i>JDW</i> </u>
File No. <u> CESP05 </u>

**AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR THE GREENWOOD LAKES RECLAIMED WATER SYSTEM IMPROVEMENT
(CENTRAL FLORIDA AQUIFER RECHARGE ENHANCEMENT PROJECT)**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY ("County"), whose address is 500 W. Lake Mary Blvd., Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass County; and

WHEREAS, pursuant to the District's *Water Supply Assessment 1998*, the District identified certain Priority Water Resource Caution Areas, which include the area subject to this Agreement; and

WHEREAS, the *District Water Supply Plan 2000*, potential alternative water supply sources and strategies were identified to prevent the occurrence of water supply shortages that would occur in the absence of implementation of these strategies; and

WHEREAS, the District and the County have implemented the "Greenwood Lakes Reclaimed Water System Improvement Project" in order to address the development of alternative sources of water supply and promote conservation of the water resources through implementation of water conservation and the use of reclaimed water; and

WHEREAS, the parties have cooperatively developed the project further described below to accomplish the above-stated objectives.

WHEREAS, the District is committed to the opportunity for diversity in the performance of all procurements, and expects its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the prime, second- and lower-tier participants; and

WHEREAS, the District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

NOW THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the payments herein specified, which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed to construct a 1.75 million gallon (MG) storage tank and associated site piping, adjacent to existing Rapid Infiltration Basins (RIBs), Contract #SI348AA ("the Work"). County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; EXHIBIT "A" - Statement of Work; EXHIBIT "B" - Schedule of Values; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.
2. **Completion Date.** The Completion Date of this Agreement shall be no later than 36 months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

B. **Schedule of Work.** County shall commence the Work:

[X] Within fifteen (15) days after the Effective Date.

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.

- B. **Progress Reports.** When requested, County shall submit quarterly progress reports to the District's Project Manager in a form approved by the Project Manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when the County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon the expiration or termination of this Agreement, or upon request. County shall include language in all subcontracts that so provides.

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay County a sum in the amount not to exceed \$420,000, or fifty percent (50%) of the total project cost, whichever is less. Provided, however, the amount reimbursed shall not exceed the lesser of 1) 50% of the total project cost or 2) the total value of that portion of the as-built project that is eligible for Florida Forever funding.
- B. **Invoicing Procedure.** All invoices shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. County shall submit itemized quarterly invoices based on a percentage of the amount paid by the County. The percentage shall be calculated based on the amount allocated by the District divided by the amount of the construction contract represented by the Schedule of Values, "Exhibit B", attached hereto and by reference made a part hereof. Each invoice shall be submitted in detail sufficient for a proper pre-audit and post-audit review and shall comply with the document requirements described in Comptroller Memorandum, dated attached hereto and made a part hereof as Attachment "1" to this agreement.

All payment requests submitted by the County shall include the following information:

1. Contract number.
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of the County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable
6. Progress Report (as per contract requirements)

7. Diversity Report (The report shall include company names for all W/MBEs and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

- C. **Payments.** The District shall pay County one hundred percent (100%) of each approved invoice. Payment for expenses may be applied to up to fifty percent (50%) of eligible costs not to exceed \$420,000 and will be made following submission of documentation of County's payment to the contractors and upon verification of satisfactory completion of the Work.
- D. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- E. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- F. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- G. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.

- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

- A. This Agreement is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the District's Governing Board, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the Governing Board in succeeding years, the District shall so notify County, and this Agreement shall be deemed terminated for convenience in accordance with **TERMINATION FOR CONVENIENCE** five (5) days after receipt of such notice, or within such additional time as the District may allow.
- B. Funding for this Agreement is contingent upon approval of Florida Forever Act funds administered by the District in compliance with the terms and conditions of the Act.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The project managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as Project Manager:

DISTRICT

J. Fitzgerald, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386)329-4876
E-mail: jfitzgerald@sjrwmnd.com

COUNTY

J. Dennis Westrick, Project Manager
Seminole County
500 W. Lake Mary Blvd
Sanford, Florida 32773
(407) 665-2040
E-mail: dwestrick@seminolecountyfl.gov

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request County to replace its Project Manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

- A. **Termination for Default.** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other party prior to termination and remedy the default.
- B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in writing by the District, provided the County is given: (1) not less than thirty (30) calendar days written notice by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for County's default is effected by the District, any payment due to County at the time of termination shall be adjusted to cover any additional costs to the District because of County's default. In the event the Work is not completed as a result of County's default, County shall refund to the District all funds that have been paid to County pursuant to this Agreement. If termination for the District's default is effected by County, or if termination for convenience is effected by the District, an equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by County, up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, the County shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise), and
 - 2. deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by County in performing this Agreement, whether completed or in process.
- E. Upon termination under Paragraphs "A" or "B" above, the District may take over the Work or may award another party a contract to complete the Work.
- F. If, after termination for failure of County to fulfill contractual obligations, it is determined that County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of District. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** County shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, which involve more than fifteen percent (15%) of the total cost of the Work, without the prior written consent of the District. As soon as practicable after signing this Agreement, but in no event not less than ten (10) calendar days prior to the effective date of any such subcontracts, County shall notify the District's Project Manager in writing of the names of such subcontractors. County shall not employ any such subcontractors until they are approved in writing by the District, which approval shall not be unreasonably withheld. Upon receipt of such consent, when a written work product is involved, County shall cause the names of the firm(s) responsible for such portions of the Work to appear thereon. County shall provide the District with an executed copy of any such subcontracts within ten (10) calendar days after the effective date of the subcontract. Neither District approval of a subcontractor nor any other provision of this Agreement shall create a contractual relationship between any subcontractor and the District.

County shall be responsible for the fulfillment of all Work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. Nothing herein shall create any contractual relationship between any subcontractor and the District.

- B. **In-kind Services.** Through this Agreement, County agrees to provide \$1,097,000 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing any additional funding required to complete the project.
- C. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- D. **Independent Contractor.** County is an independent contractor. Neither County nor County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training,

equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of County's duties hereunder or alter County's status as an independent contractor.

- E. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- F. **Conflicting Employment.** County certifies that at the time of execution of this Agreement, it has no retainer or employment agreement, oral or written, with any third party relating to any matters that adversely affect any interest or position of the District. During the term of this Agreement, County shall not accept any retainer or employment from a third party whose interest appears to be conflicting or inconsistent with that of the District. Notwithstanding the foregoing, County may accept retainers from or be employed by third parties whose interest appears conflicting or inconsistent with that of the District if, after full written disclosure of the facts to the District, the District determines that the apparent conflict shall not interfere with the performance of the Work.
- G. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- H. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds hereunder, have access to examine any of County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- I. **Release of Information.** Records of County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. In the event County receives a request for any such records, County shall notify the District's Project Manager within three (3) workdays of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.
- J. **Royalties and Patents.** Unless expressly provided otherwise herein, County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.

- K. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- L. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Jacksonville Division.
- M. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- N. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.
- O. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.
- P. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- Q. **Entire Agreement.** This Agreement, upon execution by County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- R. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- S. **CCNA Provisions.** County shall ensure that, if applicable, the solicitation informs respondents that the contract will include the following provisions:

Contingency Fees. Pursuant to section 287.055(6)(a), Fla. Stat., (architect, registered surveyor and mapper or professional engineer) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for (architect, registered surveyor and mapper or professional engineer), to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for (architect, registered surveyor and mapper or professional engineer), any fee, commission, percentage, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the District may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

Truth-in-Negotiations. This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of \$150,000 (see section 287.055(5)(a), Fla. Stat.). (architect, registered surveyor and mapper or professional engineer) certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and the County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

APPROVED BY THE OFFICE OF GENERAL COUNSEL

Attest: _____

Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

Documents attached:

- Exhibit A - Statement of Work
- Exhibit B – Schedule of Values
- Attachment 1 – Comptroller Contract Payment Requirements
- Attachment 2 – District’s Supplemental Instruction (DSI)

**EXHIBIT "A" – STATEMENT OF WORK
CENTRAL FLORIDA AQUIFER RECHARGE ENHANCEMENT (CFARE) PROJECT
SEMINOLE COUNTY, FLORIDA
GREENWOOD LAKES RECLAIMED WATER SYSTEM IMPROVEMENTS**

I. INTRODUCTION/BACKGROUND

The central Florida area of the St. Johns River Water Management District ("District") includes the counties of Brevard, Flagler, Lake, Marion, Seminole, Seminole and Volusia. The Central Florida Aquifer Recharge Enhancement (CFARE) project falls within the central Florida area and consists of three phases, each of which include multiple parts, some of which include construction. The requested Florida Forever funds within Resolution No. 2004-02 and any subsequent amendments will be used for Phase-I and Phase-III construction. The three phases of CFARE are briefly described below.

Phase I: Recharge Well Demonstration. The purpose of this phase is to demonstrate the use of recharge wells for net aquifer improvement. Net improvement may include increased recharge volume without increased aquifer contamination or decreased aquifer contamination while preserving existing artificial recharge rates.

Phase II: Recharge Enhancement Evaluation and Design: This phase of the project evaluates the feasibility of using stormwater and reclaimed water for artificial recharge enhancement. Studies completed during this phase include:

- "Feasibility Study - Managing Surplus Reclaimed Water Using Storage and Recharge for the Cities of Apopka, Winter Garden, and Ocoee", Boyle Engineering Corporation, July 2003.
- "North Seminole Regional Reclaimed Water and Surface Water Augmentation System Expansion and Optimization Study", CPH Engineers, Inc. September 2004.
- "Central Florida Aquifer Recharge Enhancement, Phase 2 Project", PB Water, September 2004.

These studies were completed under cooperative agreements between the District and participating local governments. The studies identified feasible projects extending over several years and requiring extensive coordination, cooperation and commitment on the part of all stakeholders to implement the projects.

Phase III: Implementation of Artificial Recharge Enhancement Projects. Projects identified and prioritized in Phase II are to be implemented in Phase III. It is anticipated that Florida Forever funds will be used in fiscal year 2004-2005 and beyond, for cooperative funding of construction of sub-regional reuse and recharge projects in Orange and Seminole Counties. This agreement implements the Greenwood Lakes Reclaimed Water System Improvements as identified in the "North Seminole Regional Reclaimed Water and Surface Water Augmentation System Expansion and Optimization Study".

II. OBJECTIVES:

The project will achieve the following objectives:

- Maximize the use of reclaimed waste from the County's Greenwood Lakes Wastewater Treatment Plant (GLWWTP)

- Utilize excess reclaimed water from the interconnected regional reclaimed water system that includes the Cities of Sanford and Lake Mary
- Increase recharge of the aquifer system by optimizing infiltration capacity of existing RIBs

III. SCOPE OF WORK:

This project constructs a 1.75 MG storage tank and associated site piping, adjacent to existing RIBs, which will allow Seminole County to expand its reclaimed water system and offer residential reclaimed water to the area. The additional storage allows better management of the quantity of reclaimed water sent to RIBs and will maximize its use for landscape irrigation. The tank will be interconnected to receive excess reclaimed water from the regional reclaimed water system that includes the Cities of Sanford and Lake Mary, which will allow optimizing the use of the RIBs infiltration capacity for aquifer recharge.

IV. TASK IDENTIFICATION:

The County shall be responsible for the following:

- Obtaining project final design, construction plans and specifications
- Procurement of competitive bids for project construction
- Providing a copy of the County's executed contract with the Contractor, for the construction of the project to the District's Project Manager
- Providing copies of any subsequent change orders to the contract to the District's Project Manager
- Obtaining all required permits, including right of way access to the project site, related to project construction and subsequent operation of the facility
- Supervision and inspection of construction
- Construction contract administration
- County shall provide, to the District's Project Manager with the as-built drawings signed and sealed by the County's Professional Engineer
- Complying with rules promulgated and adopted resulting from the Wekiva Parkway and Protection Act, Chapter 2004-384, Laws of Florida, and any subsequent legislative actions.
- Complying with cost accounting practices and procedures required for Florida Forever funds reimbursement (Attachment 1)
- Requesting reimbursement of construction costs eligible under the Florida Forever Act, Section 259.105, Fla. Stat.

V. TIME FRAMES AND DELIVERABLES

- County shall commence work under the Agreement within fifteen (15) calendar days after the effective date of the Agreement
- County shall provide the District with copies of the County's executed agreement with the Contractor, for the construction of the project, within thirty (30) days of execution. The Schedule of Values, together with the reimbursement percentage calculation, shall be incorporated into this agreement as Exhibit B, using District Supplemental Instructions.
- County shall provide the District with copies of any subsequent change orders to the contract within fifteen (15) days of execution.

- County shall complete the project, including all tasks defined in this Agreement, within 35 months of the effective date of this agreement
- County shall provide as-built drawings signed and sealed by the County's Professional Engineer within thirty (30) days of completion of project.

VI. CONTRACT BUDGET

The estimated total project cost is \$1,517,000, excluding land cost, all of which is eligible for Florida Forever funding.

District shall reimburse County up to 50% of total project cost, limited to an amount not to exceed \$420,000. District's share of project costs will be paid with Florida Forever funds associated with Resolution 2004-02, and any subsequent Amendments.

EXHIBIT "B"
SCHEDULE OF VALUES
TO BE ADDED BY DISTRICT SUPPLEMENTAL INSTRUCTION (DSI)
UPON RECEIPT OF DELIVERABLE

“ATTACHMENT 1”

**Comptroller Contract Payment Requirements
Department of Banking and Finance, Bureau of Auditing Manual (10/07/97)
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

**“ATTACHMENT 2”
DISTRICT SUPPLEMENTAL INSTRUCTION (DSI)
SAMPLE**

Date: _____; Contract Number: SI348AA

Contract name: **GREENWOOD LAKES RECLAIMED WATER SYSTEM IMPROVEMENTS (CFARE)**

To: _____

From: _____; Project Manager

The Work shall be carried out in accordance with the following Supplemental Instructions, issued in accordance with the Agreement. The District’s project manager, by issuance of these instructions, has determined that they will not result in a change in the Total Compensation or the Completion Date. Prior to proceeding in accordance with these instructions, please indicate your acceptance hereof as provided below and return to the District’s project manager.

1. Contractor’s supplemental instructions:

2. Description of Work to be changed:

3. Description of supplemental instruction requirements:

Approved: _____
District Project Manager

Date: _____

CONTRACTOR approval: (choose one of the items below):

Approved: _____

Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____

Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Acknowledged: _____
Connie Rozier, Contracts Administrator

Date: _____

cc: Financial Management