



THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE *Florida*



TO: TRACY TELLE, ASSISTANT CITY ENGINEER

FROM: Pete Sweeney, City Attorney 

RE: South Florida Water Management District Grant Agreement No. 4600004355, PO No. 950000
Georgia Avenue Basin Water Quality Improvements

RLS #: 21-65

DATE: April 6, 2021

I have reviewed the Request for Legal Services related to the South Florida Water Management District Grant Agreement No. 4600004355, P.O. 950000 (Georgia Avenue Basin Water Quality Improvements). It is approved as to Form and Correctness and I have signed in the appropriate signature spaces.

Should you have any questions, please don't hesitate to contact the City Attorney's Office via phone or email.

Thank you,

PS/mm

cc: Nicholas C. Mimms, P.E., City Manager
John R. Andrews, City Engineer
Linda Cox, City Clerk



CITY ATTORNEY USE ONLY

Date Received:	
Assigned To:	
File:	21-65
Due Date:	
Hours:	

RECEIVED
APR 05 2021
City Attorney

REQUEST FOR LEGAL SERVICES

Received
APR 01 2021

To: PETER J. SWEENEY, CITY ATTORNEY City of Fort Pierce
City Manager's Office

SUBMITTED BY: TRACY TELLE, ASSISTANT CITY ENGINEER TS

THROUGH: JOHN R. ANDREWS, P.E., CITY ENGINEER JA

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER Nep

RE: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
GRANT AGREEMENT No. 4600004355, PO No. 950000
GEORGIA AVENUE BASIN WATER QUALITY IMPROVEMENTS

DATE: APRIL 1, 2021

Service Required: (please circle or underline)

<u>Review Documents</u>	Draft Document	Written Opinion Requested
Attend Meetings	Advise	Other: _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

- Brief statement of the nature of the request or problem:** Review and approval for Form and Correctness of the attached SFWMD Grant Agreement.
- Discussion of the implications and the possible impact if not apparent from preceding information:** This agreement will provide state grant funding in an amount equal to \$1,188,000.00 or 90% of the anticipated \$1,320,000.00 construction cost. The remaining \$132,000.00 or 10% will utilize Surtax funding.
- Time considerations and their significance:** Please return to this office as soon as possible as funding time constraints are in place.
- Are City funds required? If so, list approvals obtained for expenditure of funds:** Yes, the amount of \$132,000.00 is required in order to fund the mandatory 10% match as stipulated in the agreement.

5. **Factual background:** This agreement will compensate 90% of the construction cost for the following project:

- Georgia Avenue Basin Water Quality Improvements

6. **List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.)**

N/A

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:**

N/A

8. **If this is a request for review of a contract, provide the following:**

a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:** This agreement has been reviewed and approved by the City Engineer and the Assistant City Engineer

b. **Insurance requirements that differ from the City's template insurance terms:** N/A

CITY ATTORNEY USE ONLY			
Routed for Review	Date	Response Deadline	Response
			<p>Approved as to Form & Correctness City Attorney - Peter J. Sweeney Signed:  Date: <u>4/6/2021</u></p>



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH: Name: City of Fort Pierce Address: 100 N US Highway 1 Ft. Pierce, FL 34954</p> <p>Project Manager: John R. Andrews, II, City Engineer</p> <p>Telephone No: (772) 467-3774 Email: jandrews@cityoffortpierce.com Hereinafter referred to as: Recipient</p>	<p>This number must appear on all Invoices and Correspondence Agreement 4600004355 PO 950000</p> <p>SUBMIT INVOICES TO THE DISTRICT AT: <u>APIInvoice@sfwmd.gov</u></p>
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PROJECT TITLE: Georgia Avenue Basin Water Quality Improvements – IRL GRANT

The following Exhibits are attached hereto and made a part of this Agreement:

Exhibit "A" - General Terms and Conditions	Exhibit "H" - Insurance Requirements
Exhibit "B" - Statement of Work	Exhibit "I" - Unassigned
Exhibit "C" - Payment & Deliverable Schedule	Exhibit "J" - Unassigned
Exhibit "D" - Project Progress Report Form	Exhibit "K" - Unassigned
Exhibit "E" - Invoice Template	Exhibit "L" - Unassigned
Exhibit "F" - Unassigned	Exhibit "M" - Unassigned
Exhibit "G" - Unassigned	

TOTAL AGREEMENT AMOUNT \$1,188,000.00 **AGREEMENT TYPE: Not-to-Exceed**

Multi-Year Funding (If Applicable)
Fiscal Year: Oct. 1, 2020 – Sept. 30, 2021 \$1,188,000.00 *Fiscal Year:
*Fiscal Year: Oct. 1, 2021 – Sept. 30, 2022 *Fiscal Year:
*Subject to District Governing Board Annual Budget Approval

AGREEMENT TERM: Two (2) Years **EFFECTIVE DATE:**
RENEWAL OPTIONS: N/A Last Date of Execution by the Parties

District Project Manager: Jodie Hutchins Telephone No: (561) 682-2147 Email: jhutchin@sfwmd.gov	District Contract Specialist: Linda Greer Telephone No: (561) 682-6396 Email: lgreer@sfwmd.gov
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SUBMIT NOTICES TO THE DISTRICT AT: South Florida Water Management District Procurement Bureau 3301 Gun Club Road West Palm Beach, Florida 33406	SUBMIT NOTICES TO THE CONTRACTOR AT: City of Fort Pierce 100 N US Highway 1 Ft. Pierce, FL 34954
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IN WITNESS WHEREOF, the authorized representative hereby executes this Agreement on this date, and accepts all Terms and Conditions under which it is issued.

<p>CITY OF FORT PIERCE</p> <p>Accepted By: _____ Signature of Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD</p> <p>Accepted By: _____ Drew Bartlett, Executive Director</p> <p>Date: _____</p> <p>Accepted By: _____ Candida Heater, Director Administrative Services Division</p> <p>Date: _____</p> <p>SFWMD PROCUREMENT APPROVED: _____ Date: 3/30/21 By: <i>[Signature]</i></p> <p>OFFICE OF COUNSEL APPROVED: _____ Date: 3/31/21 By: <i>[Signature]</i></p>
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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Article 1 - The Work

1.1 Services Provided. The Recipient shall, to the satisfaction of the District, fully and timely perform all work items described in Exhibit B "Statement of Work" and Exhibit C, "Payment and Deliverable Schedule" (the "Work"). It is the Recipient's responsibility to advise its employees or hired workers of the nature of the Work.

1.2 Substantiate Work. As part of the services to be provided by the Recipient under this Agreement, the Recipient shall substantiate, in whatever forum reasonably requested by the District, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The Recipient shall also substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the Agreement. This paragraph shall survive the expiration or termination of this Agreement.

1.3 Time is of the Essence. Time is of the essence in the performance of each and every obligation under this Agreement.

1.4 Presentations by Recipient. Recipient shall submit any manuscripts, technical publications, presentation slides or other documents resulting from or related to the Work performed under this Agreement to the District for review and approval prior to publication by the Recipient in any forum or format. This paragraph shall survive the expiration or termination of this Agreement.

Article 2 - Compensation

2.1 Reimbursement. The total consideration for all work required by the District pursuant to this Agreement shall not exceed the amount as indicated on the cover/signature page of this Agreement. Such amount includes all expenses which the Recipient may incur and therefore no additional consideration shall be authorized.

2.2 Annual Funding. Funding for each fiscal year of this Agreement is subject to District Governing Board budget appropriation. If the Governing Board does not approve funding for any subsequent fiscal year, this Agreement will terminate immediately after the District pays the last payment authorized under the current fiscal year funding.

Article 3 - Invoicing and Payment

3.1 Payment and Deliverable Schedule. The Recipient shall submit invoices upon completion of deliverables outlined in the Payment and Deliverable Schedule, attached as Exhibit C and Attachment 1 to Exhibit C. In the event the schedule does not specify fixed payments on a completion of deliverable basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports (including approved travel costs, if applicable), receipts and subcontractor invoices. Absence of proper documentation may result in non-payment or audit and return of prior payments. Any authorized travel authorized by the District shall be reimbursed in accordance with the applicable sections of Chapter 112, Florida Statutes.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Invoice Requirements. Recipient shall send its invoices and any attachments to APInvoice@sfwmd.gov and a copy to the District Project Manager. All invoices must reference the Recipient's legal name as authorized to do business with the State of Florida; District's Agreement Number and Purchase Order (PO) Number as specified on the cover/signature page of the Agreement; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. Recipient shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the Recipient's name and the PO number; 3) provide all required attachments with the invoice file, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the Recipient must provide the above to the following address:

South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682

Recipient must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Agreement in order to receive prompt payment by the District as described in the applicable sections of 218, Florida Statutes. Recipient's failure to follow the instructions set forth in the Agreement regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the District.

3.2 Agreement Commencement. Unless otherwise stated herein, the District shall not pay for any obligation or expenditure made by the Recipient prior to the commencement date of this Agreement.

Article 4 - Notice and Project Management

4.1 Notice. The parties shall direct all technical matters arising in connection with the performance of this Agreement, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the Agreement for attempted resolution or action. The Project Managers are responsible for overall coordination and oversight relating to the performance of this Agreement. The Recipient shall direct all administrative matters, including invoices and notices, to the attention of the District's Contract Specialist listed on the cover/signature page of the Agreement. All notices under this Agreement shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail, to the respective addresses specified on the cover/signature page of the Agreement. The Recipient shall also provide a copy of all notices to the District's Project Manager. All notices required by this Agreement shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the District under this Agreement shall reference the Agreement Number stated on the cover/signature page of the Agreement.

Article 5 – Risk Assumption and Insurance

5.1 Risk Assumption and Insurance. The Recipient assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Recipient and the officers, employees, servants, and agents thereof. The Recipient warrants and represents that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the Recipient's officers, employees, servants



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

and agents while acting within the scope of their employment during performance under this Agreement. The Recipient 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.

5.2 Subcontracts. In the event the Recipient subcontracts any part or all of the work hereunder to any third party, the Recipient shall require each and every subcontractor to identify the District as an additional insured on all insurance policies as required by the Recipient. Any contract awarded by the Recipient for work under this Agreement shall include a provision whereby the Recipient's subcontractor agrees to indemnify, and pay on behalf, and hold the District harmless from all damages arising in connection with the Recipient's subcontract.

Article 6 - Termination and Remedies

6.1 Termination by the District for Cause. If the Recipient materially fails to fulfill its obligations under this Agreement, the District will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Recipient has thirty (30) days to cure the breach. If the Recipient fails to cure the breach within the thirty (30) day period, the District will issue a Termination for Default Notice. If the District terminates for default, the District is entitled to recover its procurement costs in addition to all other legal remedies.

6.2 Termination for Convenience. Either party may terminate this Agreement in whole or in part, with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the other party. The Notice of Termination will specify what work is terminated and the date upon which the termination becomes effective. In the event of termination for convenience, the District shall compensate the Recipient for all authorized and accepted deliverables completed through the date of termination. The District will be relieved of all future obligations under this Agreement, including but not limited to consequential damages. The District may withhold all payments to the Recipient until the District verifies the work completed and determines the exact amount due to the Recipient.

6.3 Mediation. In the event a dispute arises which the project managers cannot resolve between themselves, the parties may submit to nonbinding mediation. The mediator shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.4 Stop Work. The District may order that all or part of the work stop if the District's determines that it is in its best interest. This provision does not shift responsibility for loss or damage, including but not limited to, consequential damages sustained as a result of such delay, from the Recipient to the District. If this provision is invoked, the District shall notify the Recipient in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Recipient must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the District. If the District elects to resume the work, it will initiate an amendment to this Agreement to reflect any changes to Exhibit B, Statement of Work and the project schedule.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Article 7 - Records and Ownership

7.1 Records Maintenance. The Recipient shall maintain records and the District shall have inspection and audit rights as follows:

A. Maintenance of Records: The Recipient 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 completing performance and receiving final payment under this Agreement.

B. Examination of Records: The District or its designated agent shall have the right to examine in accordance with generally accepted Recipient auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only within five (5) years from the date of final payment under this Agreement and upon reasonable notice, time and place.

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 Recipient shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the District.

D. Audit Findings: In the event the District exercises its right hereunder to audit the Recipient's financial and accounting records within a period of one (1) year following the completion or termination date of this Agreement, and such audit results in the proper disallowance of costs based on the auditor's finding(s), the Recipient shall be obligated to refund the District for such disallowances upon demand. At its option, the District shall also have the right to reduce payments due to the Recipient under this Agreement by the amount of any disallowance resulting from audits conducted under this Agreement.

E. Applicability to Authorized Agents: In the event that any of the Work is delegated by the Recipient, the Recipient hereby agrees to include in any such Agreement a provision requiring such vendor, contractor, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 7.

7.2 Public Records. Recipient's Duties Regarding Public Records:

A. Compliance with Florida Laws: Recipient must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Recipient asserts any exemptions to Florida's public records laws, Recipient has the burden of establishing and defending the exemption. Recipient's failure to comply with this section is a breach of this Contract.

B. Recordkeeping and Public Access: Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Recipient must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

the Contract if the Recipient does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Recipient or keep and maintain public records required by the District to perform the service. If the Recipient transfers all public records to the District upon completion of the Contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Contract, the Recipient shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Contract with the District, Recipient shall provide all applicable records associated with this Contract on electronic media (CD-ROM or USB flash drive).

C. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

7.3 Ownership of Work. The District shall retain exclusive title, copyright, patent, and other proprietary rights in 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 Recipient, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Work. In consideration for the District entering into this Agreement, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the Recipient, the Recipient hereby assigns, transfers, sells, and otherwise grants to the District any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the Recipient agrees to execute and deliver to the District any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the District. The Recipient may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this Agreement.

Article 8 - Equipment, Computer Hardware, and Software

8.1 Purchased Equipment. The Recipient shall provide the District's Project Manager with a detailed list of any equipment purchased with District funding. Equipment purchased by the Recipient with District funding under this Agreement shall be returned and title transferred from the Recipient to the District immediately upon termination or expiration of this Agreement unless written authorization to retain the equipment is provided by the District. The Recipient will maintain any such equipment in good working condition while in its possession and will return the equipment to the District in good condition, less normal wear and tear. The Recipient will use its best efforts to safeguard the equipment throughout the period of performance of this Agreement. However the District will not hold the Recipient liable for loss or damage due to causes beyond the Recipient's reasonable control. In the event of loss or damage, the Recipient shall notify the District in writing within five (5) working days of such occurrence.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Article 9 – Recipient’s Representations

9.1 No Discrimination. The Recipient and its agents will not discriminate against any person on legally protected bases in any activity under this Agreement.

9.2 Convicted Felons & Discriminatory Vendor List. The Recipient attests that none of its suppliers, subcontractors, or contractors who shall perform work which is intended to benefit the District is a convicted vendor or has been placed on the discriminatory vendor list. If the any affiliate of the Recipient has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Recipient further understands and accepts that this Agreement shall be either void by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of section 287.133, Florida Statutes and section 287.134. The District, in the event of such termination, shall not incur any liability to the Recipient for any work or materials furnished.

9.3 Scrutinized Companies. The Recipient shall comply with section 287.135, Florida Statutes. The Recipient further understands and accepts that this Agreement shall be either void by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Recipient. The District, in the event of such termination, shall not incur any liability to the Recipient for any work or materials furnished.

9.4 No Contingency Fees. The Recipient warrants that it has not employed or retained any person, other than a bona fide employee working solely for the Recipient, to solicit or secure this Agreement. Further the Recipient warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the Recipient, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Agreement. For breach of this provision, the District may terminate this Agreement without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9.5 E-Verify. Recipient has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Article 10 - SBE Participation

10.1 The Recipient hereby acknowledges that no Small Business Enterprises (SBE) participation level has been established for this Agreement; however, both parties agree to provide the other advance notice of competitive Agreements that may result from this Agreement along with timelines for public notice and award of such Agreements. In the event subsequent competitive Agreement awards do result in SBE participation, such participation shall be reported to the other party. Both the Recipient and the District will ensure compliance with the provisions of their respective program, laws, ordinances and policies and will support the other's initiatives to the extent allowed by law.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Article 11 – Prohibitions

11.1 District Tax Exempt Certificate. The Recipient shall not use the District's exemption certificate number issued pursuant to the applicable sections of Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the District. The Recipient is responsible for the payment of all applicable FICA/Social Security and other taxes resulting from this Agreement. In the event the Recipient is a sole proprietor, the Recipient is responsible for submitting quarterly returns to the Federal Recipient.

11.2 Pledge of District Credit. The Recipient shall not pledge the District's credit or make the District a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the District's credit includes the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

11.3 No Lobbying. Under the applicable sections of 216, Florida Statutes, the Recipient is prohibited from using any funds under this Agreement to lobby the Legislature, the judicial branch or a state agency.

11.4 Promoting Project Objectives. Recipient, its employees, subcontractors, and agents shall refrain from acting adverse to the District's interest in promoting the goals and objectives of this project. Recipient shall take all reasonable measures necessary to effectuate these assurances. In the event Recipient determines it is unable to meet or promote the goals and objectives of the project, it shall immediately notify the District and the District, may then in its discretion, terminate this Agreement.

Article 12 - General Provisions

12.1 Access. Recipient shall grant the District and its representatives access to the project facilities to monitor project performance for the life of the project. Recipient shall provide access to the project upon receipt of verbal or written notice from the District at least 24 hours in advance.

12.2 Independent Contractor. The Recipient is an independent contractor and neither party is considered an employee or agent of the other party. Nothing in this Agreement will be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this Agreement. Both parties are free to enter into contracts with other parties for similar services. In the event the Recipient is providing staff who will be working on-site at District facilities, the District will not pay the Recipient staff any direct remuneration, expense reimbursement or compensation of any kind. Recipient, its officers, agents, and employees, are not entitled to any employment benefits from the District. Recipient waives and agrees not to make any claim to participate in any of the District's employee benefits or benefit plans should Recipient or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the District. Recipient shall exclusively provide all benefits available to Recipient or Recipient's staff. The Recipient shall provide all billing, collection, payroll services and tax withholding, among other things, for all Recipient staff performing services under this Agreement.

12.3 Compliance with Laws. The Recipient, its employees, subcontractors, and agents, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Agreement including those pertaining to safety, labor and unemployment. The District undertakes no duty to ensure such compliance, but will attempt to advise the Recipient, upon request, as to any such laws



SOUTH FLORIDA WATER MANAGEMENT DISTRICT EXHIBIT A GENERAL TERMS AND CONDITIONS

of which it has present knowledge. The Recipient is responsible for the compliance of its subcontractors with this section.

12.4 Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

12.5 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

12.6 Permits and Authorizations. The Recipient shall obtain all required federal, state, local, and other Recipient approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this Agreement. A delay in obtaining permits shall not give rise to a claim by the Recipient for additional compensation. If the Recipient is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this Agreement, each party to bear its own costs, despite any other provisions of this Agreement to the contrary.

12.7 Force Majeure. The parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Recipient, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Agreement specifies that performance by Recipient is specifically required during the occurrence of any of the events herein mentioned.

12.8 Inconsistencies. Any inconsistency in this Agreement shall be resolved by giving precedence in the following order:

- A. Exhibit A General Terms and Conditions
- B. Exhibit B Statement of Work
- C. All other exhibits, attachments and documents incorporated into this Agreement

12.9 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Recipient and the District. No person or entity other than the Recipient or the District shall have any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.

12.10 Assignment. Recipient shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Agreement without prior written consent of the District. Any attempted assignment in violation of this provision shall be void.

12.11 Waiver. No waiver of any term of this Agreement constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT EXHIBIT A GENERAL TERMS AND CONDITIONS

12.12 Severability. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

12.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

12.14 Interpretation. Unless the context requires otherwise: The term “including” contemplates “including but not limited to.”

12.15 Survival. All provisions of this Agreement which by their terms bind either party after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

12.16 Agreement Renewal. In the event this Agreement provides for renewal options as stated on the cover page of this Agreement, the District, in its sole discretion, may exercise any of the renewal options by executing an amendment to this Agreement.

12.17 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

Georgia Avenue Basin Water Quality Improvements – City of Fort Pierce

A. INTRODUCTION/BACKGROUND

Governor Ron DeSantis and the Florida Legislature provided¹ \$25 million for water quality improvement projects grant to benefit the Indian River Lagoon (IRL). Projects were eligible for maximum funding of \$2.5 million per project or per applicant. The IRL watershed includes areas within the jurisdictional boundaries of the St. Johns River Water Management District (SJRWMD) and the South Florida Water Management District (SFWM) (Figure 1). The SJRWMD and SFWM evaluated proposed water quality improvement project applications that maximized the potential for water quality improvement benefits, e.g., total nitrogen (TN) and total phosphorus (TP) nutrient load reductions, to the IRL. Projects were scored according to agency agreed upon evaluation criteria, and the results were endorsed on November 18, 2020 by the Florida Department of Environmental Protection.



Figure 1. SFWM, SJWMD and Grant project Area

¹ Fiscal Year 2020-21 State of Florida General Appropriations Act line item 1641A



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

Out of the 15 project applications received within the SFWMD's jurisdiction, 9 projects were selected to be awarded grant funds totaling \$8,303,927 (Figure 2). On December 10, 2020, the SFWMD Governing Board approved entering into agreements with grant eligible entities under the IRL grant program. The City of Fort Pierce is one of the recipients of the grant (\$1,188,000) for its Georgia Avenue Basin Water Quality Improvements project.

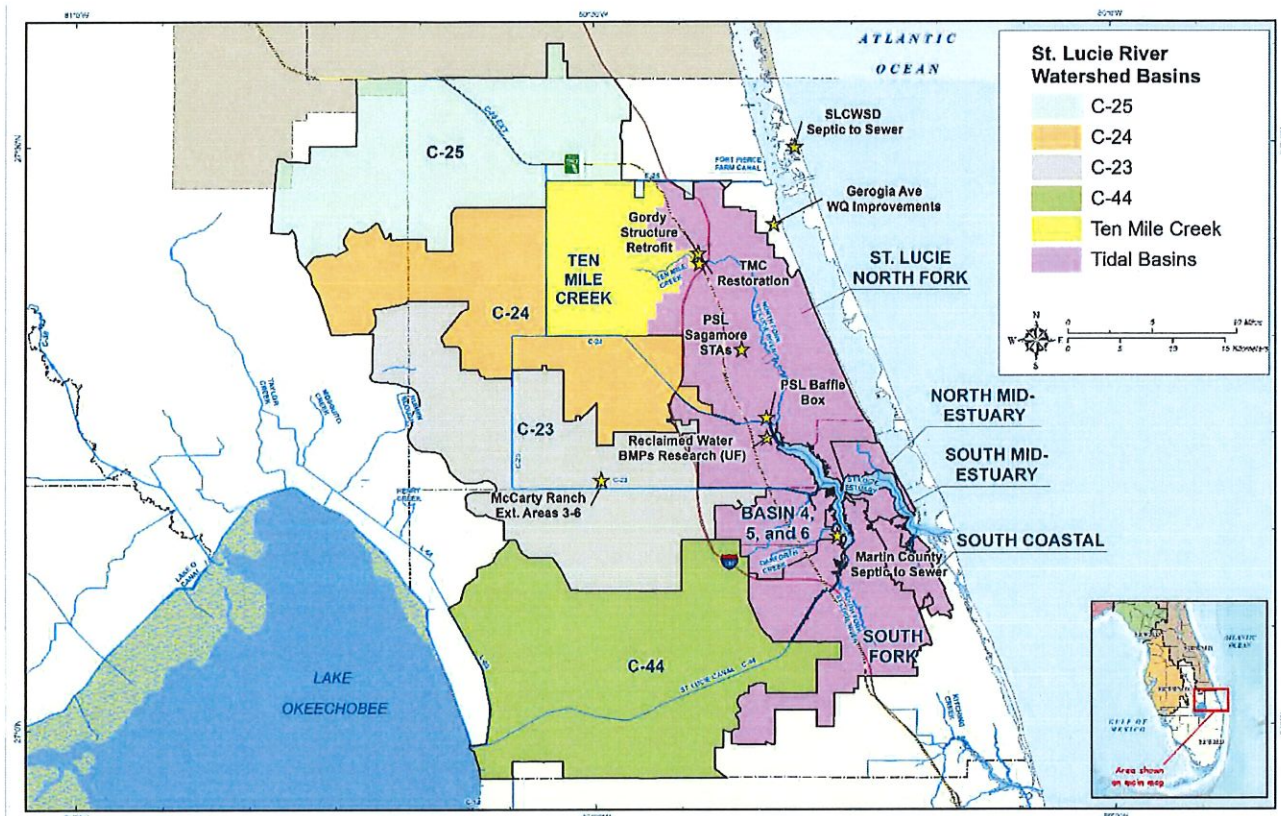


Figure 2. Selected IRL Grant Projects within SFWMD Area

Currently the 235-acre Georgia Avenue Basin drains through the Indian Hills Golf Course directly into the Indian River Lagoon. The project is located (Figure 3) within the City-owned Indian Hills Golf Course; east of US Highway 1; south of Georgia Avenue; and west of the Florida West Coast Railroad. There are three points of inflow into the golf course where three Best Management Practices (BMP) Treatment Trains will be constructed (Figure 4). The project is located in Township 35 South, Range 40 East, in Section 15 in St. Lucie County, Florida.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

B. OBJECTIVES

The project objective is to treat approximately 235 acres of runoff from residential, commercial, and industrial parcels prior discharging to the Indian River Lagoon. This is expected to result in load reduction of 626 pounds of TN and 105 pounds TP annually. Additionally, the project effectiveness will be measured by implementing a water quality program at the inflow and outfall structures as described in the project planning documents.

C. SCOPE OF WORK

The project will construct treatment trains at the three inflow points to the golf course (Figure 4). At Inflow 1, the project will clean out the north part of the lake located on the golf course and create a stormwater treatment area / bioswale prior to discharging into the lake. At Inflow 2, a Generation 2 Baffle Box will be installed prior to discharging into a transmission swale. The swale will be stabilized with a concrete grid which outfalls into the lake. At Inflow 3, an aeration fountain will be placed to increase oxygen content in the lake at prior to discharging to the main lake. Additionally, a control structure will be placed prior to the lake out falling into the Indian River Lagoon to promote retention and limit discharge. Develop a water quality monitoring plan to measure project's effectiveness.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
EXHIBIT B
STATEMENT OF WORK**

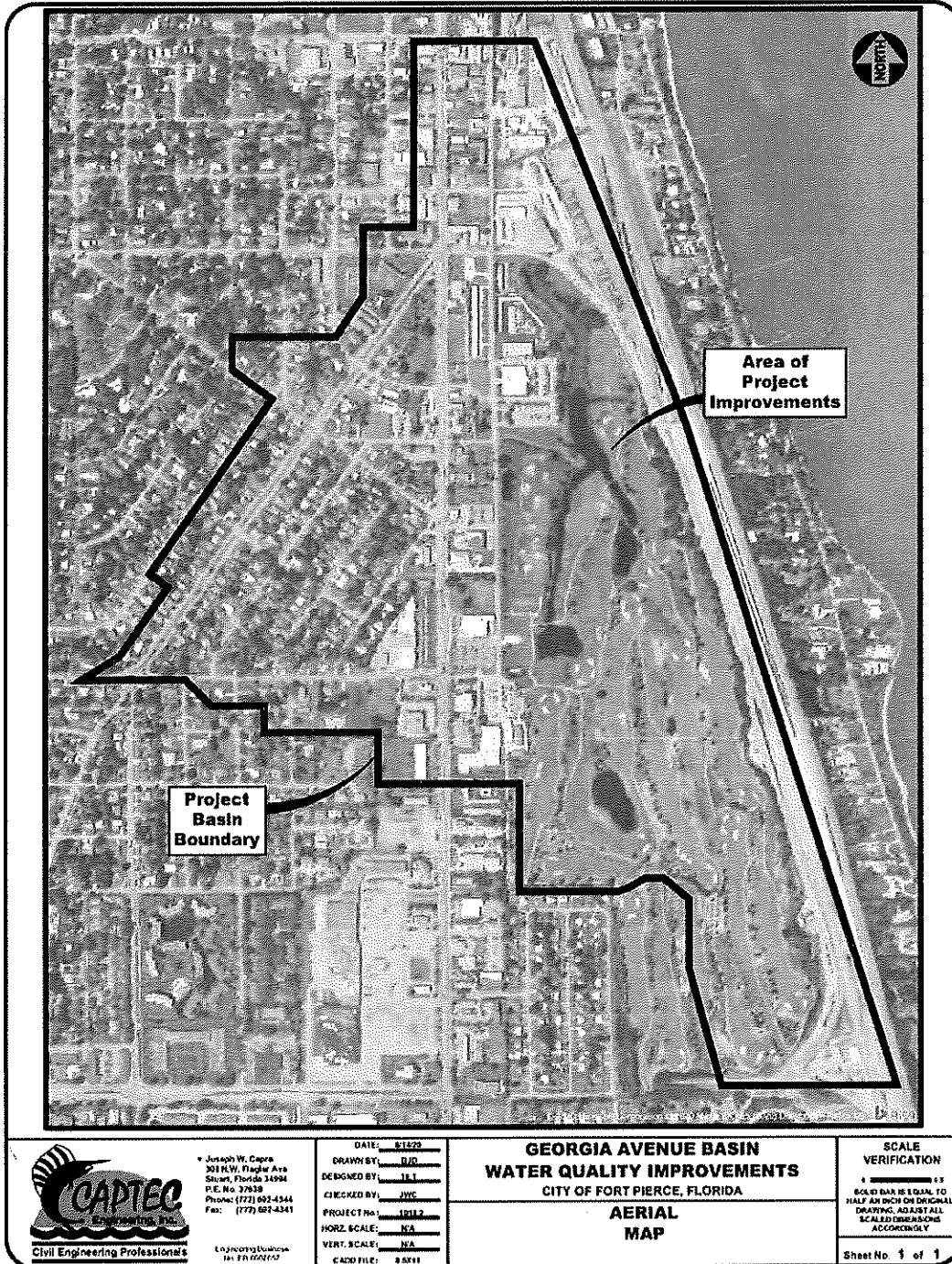


Figure 3. Location of Fort Pierce Georgia Avenue basin water quality improvements



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

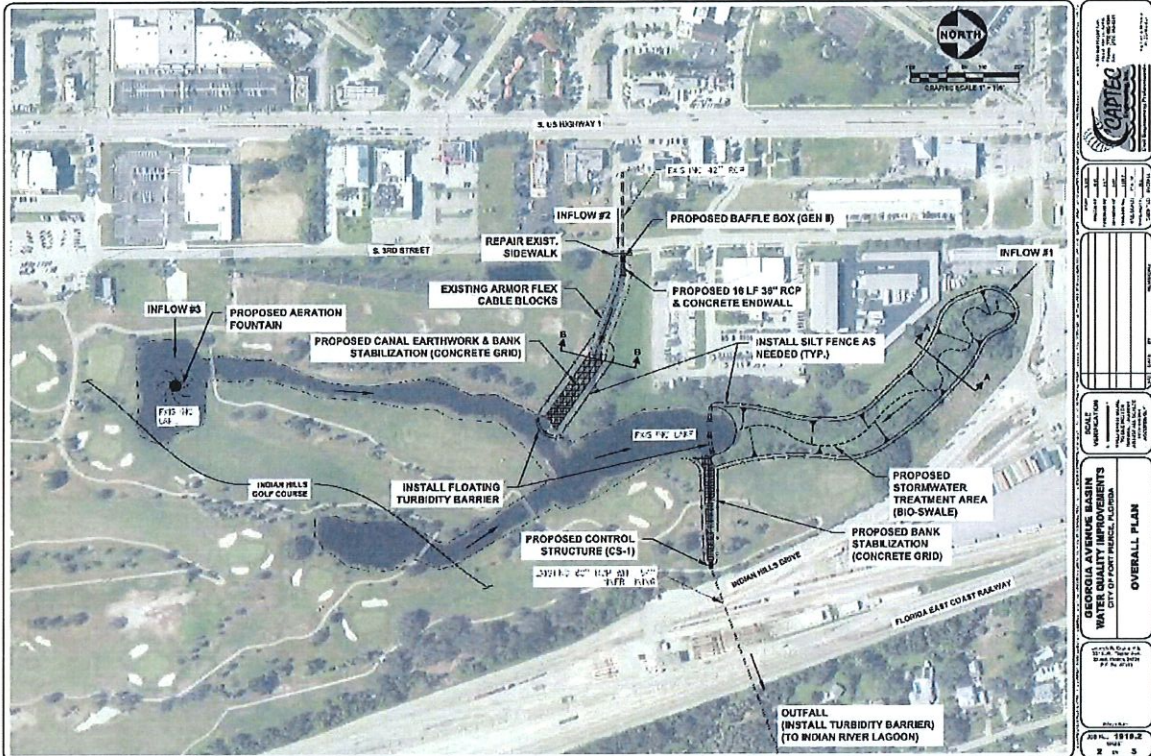


Figure 4. Overall plan of the Georgia Avenue Basin water quality improvements (for details see exhibit A1)

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project is described below.

Task 1: Planning, Design, and Permitting

The Recipient shall be responsible for completing surveyor's, environmentalist's, and geotechnical engineer's tasks, obtain final project design, engineering and construction plans, and specifications; obtaining all required permits (including right of access to the project sites) related to project construction and subsequent operation and maintenance of the completed work; and assuring compliance with all permits and permit conditions.

The recipient shall submit to the project manager an electronic submittal of the following documents, as applicable:

1. SFWMD ERP (Wetlands)
2. SFWMD Dewatering Permit
3. ACOE/FDEP Permit



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

4. Final engineering design documents issued for construction, such as engineering plans, technical specifications, drawings, and construction level details. The technical specifications will include a description of the evidence that will be required to show that the contractor has furnished and/or installed the item of work per the technical specifications
5. Quality Control Plan including the measures the Recipient will implement to ensure the technical specifications are met, and
6. A Construction Schedule that corresponds with the Schedule of Values (Loaded Construction Schedule).
7. Water quality monitoring plan to measure project's effectiveness. The data should be collected for a representative period and be made available to the SFWMD.

The selected Contractor to undertake the following Planning, Design, and Permitting activities:

Task 1.1 Preliminary Engineering

The Engineer will prepare preliminary plans to be utilized by the Surveyor, Environmentalist, and the Geotechnical Engineer. Engineer will coordinate with the City of Fort Pierce, and the professionals listed above.

Task 1.2 Survey

The Surveyor will provide a boundary and topographic survey of the areas identified in the grant application submittal. Specifically, the ditch flowing into the existing lake from 3rd Street, the outfall ditch and control structure area, the bathymetric survey of the area designated as a Stormwater Treatment Area (STA) / Bioswale, locate soil boring locations, and outfall invert at the Indian River Lagoon. The Surveyor will provide sections at 50' intervals and at any vertical or horizontal changes of the above listed items. The Surveyor will provide a survey of wetlands as depicted by the Environmentalist and any Gopher Tortoise / Wildlife locations flagged by the Environmentalist. This will be completed in the first twelve (12) weeks after the date of contract execution.

Task 1.3 Environmental

The Environmentalist will review the area for any wetlands, endangered Flora and Fauna species, Environmentalist will meet with SFWMD and ACOE representatives if necessary. The environmentalist will create a planting plan for the proposed bio-swale. Environmentalist Services to be completed are as follows:

- **Wetland Assessment**

The Environmentalist will delineate on-site wetlands at the above-referenced project site. All wetlands will be delineated according to the State of Florida, FAC



SOUTH FLORIDA WATER MANAGEMENT DISTRICT EXHIBIT B STATEMENT OF WORK

62-340 and the U.S. Army Corps of Engineers (COE) Wetland Delineation Manual, Technical Report Y-87-1. Wetland boundaries will be flagged with pink surveyor's tape marked "Wetland Delineation" and consecutively numbered. Environmentalist will locate the delineated wetland boundary using a hand-held GPS system and overlay the boundary on a St. Lucie County aerial photograph for the Client's review.

- **Protected Species**

The Environmentalist will conduct a protected species survey on the referenced site. Biologists will conduct a preliminary systematic survey for protected species in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) Guidelines. Environmentalist will record all observations of listed and protected species and features that may indicate species presence. Physical features may include, but are not limited to, tree markings, burrows, tracks, nests, scat, and cavity trees.

- **Gopher Tortoise Survey**

Environmentalist is a licensed gopher tortoise agent with FFWCC (License # GTA 09-00153E). The Environmentalist will conduct a 100% gopher tortoise (*Gopherus polyphemus*) a systematic survey for gopher tortoises in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) Guidelines. Environmentalist will record all observations of gopher tortoise species and features that may indicate species presence. Physical features may include, but are not limited to, burrows, tracks, and scat. All gopher tortoise burrows will be flagged, numbered, and identified as to activity. Each gopher tortoise burrow will be located with a hand-held GPS unit. Gopher tortoise burrows will be located on an aerial photograph of the site. (*GPS coordinates are approximate and are not a survey*).

- **Vegetation Survey (FLUCFCS)**

Environmentalist will conduct a systematic survey of vegetation using the *Florida Land Use, Cover and Forms Classification System (FLUCFCS), Handbook*. FLUCFCS was developed by the State of Florida, Department of Transportation, Surveying and Mapping, Geographic Mapping Section, January 1999. The Biologist will base the vegetative community descriptions on field survey observations, SCS soil maps and aerial photograph interpretation.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

- **Soil Map / Survey**

Environmentalist will map all project soils. Soils will be mapped according to the *Soil Survey of St. Lucie County, Florida*, United States Department of Agriculture, Soil Conservation Service.

- **Historical Archaeological Resources**

Environmentalist will coordinate historical and/or archaeological resources with the Florida Department of State, Division of Historical Resources, State Historical Preservation Officer (SHPO).

- **Preliminary Wetland and Wildlife Assessment Report**

Environmentalist will prepare a preliminary environmental report based on data collected above. The report will discuss the environmental issues associated with the above referenced project site. The report may be used to address local, Federal, and State environmental permitting issues.

- **STA Planting Plan**

Environmentalist will develop a Georgia Avenue Basin Water Quality Improvements Planting Plan for the above-referenced project which meets the requirements of South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (ACOE). The Planting Plan after approval by the City of Fort Pierce will be presented to the permitting agencies for review and approval. Comments made by the permitting agencies will be incorporated into the plan after the City of Fort Pierce's approval. The planting plan will include, but is not limited to, Plan View, Cross Sections and Detail Sheets. The Planting Plan will be based on final grade elevations provided by the Surveyor and the Engineer.

- **SFWMD and ACOE Staff Review of the Wetland Delineation**

Environmentalist and Engineer will conduct an on-site field review of the wetland delineation with staff members of SFWMD and ACOE / FDEP. Upon agency approval of the wetland lines, the points will be located on a hand-held GPS and located on a St. Lucie County aerial photograph. Wetlands lines will be delineated by a Surveyor licensed by the State of Florida. A signed and sealed survey will be provided by the Surveyor.

Environmental Tasks will be completed in the first twelve (12) weeks after the date of contract execution.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

Task 1.4 Geotechnical

The Geotechnical Engineer will perform the following:

- Complete eight (8) manually advanced bucket auger borings [ASTM D1452] to depths of 5-7 feet below the existing ground surface (or 1-2 feet below the ambient groundwater table)
- Complete one (1) 6-ft deep exfiltration test [SFWMD ERPIM, Volume IV].

The Geotechnical Engineer perform engineering analysis of all data obtained to evaluate general subsurface conditions and to develop geotechnical engineering recommendations to assist with the project. Recommendations will be presented in a written report upon conclusion of the study, along with all data developed during the exploration and our laboratory testing. No slope stability or seepage analysis is being proposed at this time. Geotechnical work will be completed in the first twelve (12) weeks after the date of contract execution.

Task 1.5 Construction Plans

The Engineer will prepare the approved for construction plans. The construction plans will include extending ditch armoring in two locations, creating an STA/Bio-Swale along the north ditch, designing a generation 2 baffle box, adding a control structure prior to the discharge point, lining the outfall pipe, and adding an aerator fountain to the south lake. The construction plans will include:

- Cover/Key Sheet
- Details
- Plan Sheets
- Profile Sheets
- Sections
- SWPPP Plan
- General Notes
- Survey (Subcontractor)
- Planting Plans (Subcontractor)

The construction plans will be completed in 12 weeks after completion of the Surveyor's, Environmentalist's, and Geotechnical Engineer's Tasks are completed.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT B

STATEMENT OF WORK

Task 1.6 Permitting

Engineer will perform the following permit submittals:

- SFWMD Environmental Resource Permit (ERP) (Wetlands)
- SFWMD Dewatering Permit
- ACOE / FDEP Permitting

Engineer will prepare responses to requests for additional information (RAI's) from the above noted agencies during the permit review process. Permitting will be completed in 24 weeks after completion of the Surveyor's, Environmentalist's, and Geotechnical Engineer's Tasks are completed.

Due Date: See Exhibit C – Task 1

Task 2: Final Bidding and Construction

The Recipient shall be responsible for providing procurement for project construction; performing supervision and inspection of construction; performing construction contract administration; and assuring compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The recipient shall submit to the project manager the following documents, as applicable:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. no more frequent than quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:
 - Status reports summarizing progress made to date including inspections, meeting minutes and field notes, and dated color photographs of the construction site prior to, during and immediately following completion of the construction task.
 - Final invoice submittals for completed construction including inspections.
 - Written verification that the record drawings and any required final inspection reports for the project are received.
 - Contractor coordination activities in relation to the approved Loaded Schedule of Values.
 - Inspection reports performed by the engineering of record (EOR) and samples of the evidence and measures that verify that the work items were furnished and/or installed per the design documents and technical specifications.
 - Any deviations from the approved Project Schedule, and causes for such deviation, shall be identified and described by the applicant.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
EXHIBIT B
STATEMENT OF WORK

- Final project bid amount and/or vendor estimates, and any regulatory Notice to Proceed.
- If the project includes well drilling and testing, deliverables to be submitted with the invoice must consist of copies of all hydrogeologic data collected in a District specified format. An electronic copy of the District specified format is available via email. Contact the appropriate District Project Manager to request a copy.
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

Due Date: See Exhibit C – Task 2 and 3



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT C

PAYMENT AND DELIVERABLE SCHEDULE

Georgia Avenue Basin Water Quality Improvements – City of Fort Pierce

The schedule set forth below is effective upon execution by the District and the Recipient.

- All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment and Exhibit D on or before September 30, 2022, for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit B the Statement of Work (SOW).
- Reimbursement Request Packages shall include, but not be limited to, a copy of the contractor's invoices submitted to the **Recipient's**, proof of payment by **Recipient**, and other required supporting documentation, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit B the SOW. For in-house expenses, **Recipient** shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. **Recipient** may invoice no more frequently than quarterly, submitting all required documentation. **Recipient** may invoice the **District** for Project construction work beginning no earlier than December 10, 2020.
- Quarterly status reports in the format provided in Exhibit D, shall be submitted 15 days following the end of each quarter for work accomplished during each quarter, for example, January – March, April – June, July – September, October – December, including the following at minimum; project progress to date, key milestones reached, contractor coordination activities in relation to the approved Loaded Schedule of Values, key issues to be resolved, and project construction photos. Invoices included with the quarterly status report, shall include all task 2 invoice requirements and be provided in the format provided in Exhibit E, the invoice template.
- For satisfactory completion of the Project, the **District** shall reimburse **Recipient** a percentage of the total construction cost of the Project, not to exceed \$1,188,000. Currently at the time of this agreement, the total construction cost is estimated at \$1,320,000. Invoices will be paid at approximately 90 percent of



SOUTH FLORIDA WATER MANAGEMENT DISTRICT EXHIBIT C PAYMENT AND DELIVERABLE SCHEDULE

approved cost throughout the agreement, not to exceed \$1,188,000. If the construction is satisfactorily completed for less than \$1,320,000, and the scope of work and associated estimated nutrient load reduction remains the same or better, the **Recipient** shall be reimbursed for the total awarded amount of \$1,188,000, and the **District** will revise the reimbursement percentage, as applicable. Determination on revised percent will be made at the time of the final invoice dependent upon construction completion cost. In no event will the total reimbursement exceed the total construction cost. In no event will the total reimbursement exceed \$1,188,000. The **District** cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. **Recipient** shall be responsible for payment of all costs necessary to ensure completion of the Project. **Recipient** shall notify the **District's** Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- A match is provided by the Local Government. The project's total construction cost is \$1,320,000, of which \$132,000 is funded by the City of Fort Pierce and approximately 90 percent, not to exceed \$1,188,000 through the IRL Water Quality Improvement Grant. The **Recipient** shall submit an invoice for the IRL Grant share along with adequate documentation of the total expenditures. The **District** will process a payment for the expenditures net of the match. For example, the **Recipient** should submit an invoice for approximately 90 percent of expenditures to the **District** including documentation for 100% of the construction expenditures and will be reimbursed for approximately 90 percent of those expenditures.

- Total payment by the **District** for all work completed herein shall not exceed the amount of \$1,188,000. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT
EXHIBIT C
PAYMENT AND DELIVERABLE SCHEDULE

Task No.	Deliverables	Due Date	District Not-To-Exceed Payment ³
1	Planning, Design and Permitting		N/A
	1.1 Preliminary Engineering	8 weeks	N/A
	1.2 Topographic / Wetland / Gopher Tortoise / Boring Locations Survey	12 weeks	N/A
	1.3 Environmental Discovery / Report	12 weeks	N/A
	1.4 Geotechnical Discovery / Report	12 weeks	N/A
	1.5 Construction Plans	24 weeks	N/A
	1.6 Permitting	36 weeks	N/A
2	Final Bidding and Construction	48 weeks	\$1,188,000
3	Construction Quarterly Status Reports	15 days following the end of each quarter	See Note ²
Not- to Exceed Amount:			\$1,188,000

¹ The anticipated breakdown of awarded construction costs is \$1,188,000 in Fiscal Year (FY) 2021 (10/1/2020 to 9/30/2021). The exact reimbursement amount will depend on the items of work completed during the quarter, as approved by the District Project Manager. The total reimbursement requested for FY2021 should not exceed the anticipated value.

² Quarterly status reports that do not include an invoice will not receive payment.

³ Ineligible costs include, but not limited to, design and planning services, permitting, preparation of bids, geotechnical investigations, contamination assessments or remediation, monitoring costs once construction is complete, debt service, legal and lobbying fees, impact fees, and operation and maintenance activities. For details consult Funding Program Guidance - IRL Water Quality Improvement Projects Grant Program FY2020-2021.

Attachment 1

Documentation Required for all Agreement Payments

Listed below are the minimum requirements for documentation to support invoice payment requests. Additional requirements may be in effect for this contract depending on the source of funds for this work.

Government entities performing work must maintain accurate books, records, documents and other evidence that sufficiently and properly support all direct and indirect costs expended in the performance of the contract or agreement. The recipient shall allow the District, Federal, State, or other parties providing contract funding, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks, payroll registers or any and all similar material as deemed necessary. These records shall be maintained for five years following the close of the contract or agreement.

Project deliverables and services performed by the recipient should be in a proper and satisfactory manner as described in the Statement of Work. Only expenditures for goods, services and other deliverables falling within the categories agreed to pursuant to the Statement of Work and approved contract budget should be paid. All costs should be reasonable, appropriate, necessary, valid and eligible. Expenditures should be made in accordance with applicable laws, rules and regulations and complete (transactions are documented and all funds are accounted for).

Expenditures for periods prior to the current billing period will only be approved if supported by adequate documentation along with a written explanation as to why the expense was not submitted during the correct billing period.

Expenditures for work performed prior to the execution of an agreement are not allowable unless specifically provided for in the agreement.

Invoices for fixed unit rate contracts must show the number of service units being billed, the cost per unit, and be in agreement with contract terms and conditions.

In detail, invoices and the documentation accompanying invoices for services under contracts which are not fixed price must include the following:

1. The beginning and end date of the work period being invoiced should be specified on all recipient invoices. The invoice date and the date of services and deliverables provided should not precede the date that an agreement was executed unless specifically provided for in the agreement. Similarly, the end date of contracts and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a contract amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final payment.
2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.
3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.

Attachment 1
Documentation Required for all Agreement Payments

- a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the contract. Summary schedules should be supported by detailed records totaling the amounts on the summary schedule. The recipient must maintain and provide upon request the relevant payroll register pages covering the period of service.
- b. If the agreement specifies that indirect costs may be charged based on a specified rate, then the calculation must be provided. In the absence of this indirect costs will not be allowable.
- c. Purchases or rental of commodities such as materials, equipment, tools, etc., should be accompanied by an invoice or receipt from the supplier that describes what was purchased, the date of purchase, the number of units, and the cost per unit. Purchases should be allowable per the agreement, directly related to the Statement of Work, reasonable and within the agreement period.
- d. Invoices for services provided should be in sufficient detail as to determine 1) what was provided (to determine how it relates to the overall contract); 2) when the services were provided (to determine whether the amounts being billed pertain to the correct period); 3) the unit price and total cost of what was provided (to determine whether it's reasonable given the task performed); and 4) minimum performance standards were achieved in accordance with contract requirements and expectations.
- e. If the agreement allows for the separate billing of travel costs such costs must comply with the District's travel policy which includes the submission of a completed District provided *Travel Expense Reimbursement* form along with documentation of all travel expense items listed on the form. If the District's form is not used, the form must contain the same information as provided in the District's form.
- f. Vehicle and/or equipment allowance and usage charges should be reported in detail by number of hours used and dates of use. Entities or its subcontractors must maintain documentation by use of a log that shows the vehicle/equipment description, the location where the item was in use, if a vehicle it should show the beginning and ending odometer readings along with total mileage and if a piece of equipment it should show the beginning and ending times that the equipment was in use for and who the operators were. A copy of the log for the applicable time frame must be submitted with the invoice package. Usage of vehicles and equipment should be reasonable based on the task being performed and agree to the rates as specified in the contract.
- g. The requirements above also apply to subcontractors.

**Exhibit D
PROJECT PROGRESS REPORT**



South Florida Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:			
Recipient:			
SFWMD Contract Number:		SFWMD Project Manager:	
		Recipient's Project Manager:	

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date

- Check Contractor coordination activities in relation to the approved Loaded Schedule of Values are included.
- Check If an invoice is included with this monthly report, all task 2 invoice requirements are included.

Project update including problems, issues and solutions. Explain in detail.

Description of work performed during current reporting period.

Description of proposed work for next reporting period.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

Detail Sheet

RECIPIENT'S NAME:	
RECIPIENT'S ADDRESS:	
PROJECT NAME:	
INVOICE PERIOD:	FROM: _____ To: _____

SFWMD Cost-Share Program
Invoice for Reimbursement



SFWMD CONTRACT NO.:	
INVOICE NO.:	
DATE OF REQUEST:	
SFWMD Project Manager:	
SFWMD Cost Share Percentage:	
SFWMD Cost Share Total:	
SFWMD AMOUNT REQUESTED:	\$ -

ITEM NO.	VENDOR	DESCRIPTION OF SERVICES	CHECK DATE	CHECK NUMBER	INVOICE NUMBER	INVOICES PREVIOUSLY PAID	INVOICES INCLUDED IN THIS REQUEST	INVOICE TOTAL AMOUNTS	ELIGIBLE EXPENSES PREVIOUS SUBMITTALS	SFWMD PORTION OF PREVIOUS ELIGIBLE EXPENSES	ELIGIBLE EXPENSES THIS REQUEST	SFWMD PORTION OF THIS REQUEST
1											\$ -	\$ -
2											\$ -	\$ -
3											\$ -	\$ -
4											\$ -	\$ -
5											\$ -	\$ -
6											\$ -	\$ -
7											\$ -	\$ -
8											\$ -	\$ -
9											\$ -	\$ -
10											\$ -	\$ -
11											\$ -	\$ -
12											\$ -	\$ -
TOTALS:								\$ -	\$ -	\$ -	\$ -	\$ -

**Engineer's Certification
of Payment Request**

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE REIMBURSEMENT REQUEST

I, _____, being the Professional Engineer retained by
(name of Professional Engineer)
_____, am responsible for overseeing construction of the project
(name of Grantee)

described in the Agreement and do hereby certify that for DEP Agreement No. _____ and Payment Request No. _____ :

1. All permits and approvals required for the construction, which is underway, have been obtained.
2. Payment is in accordance with construction contract provisions.
3. Construction up to the point of this payment request is in compliance with the approved plans and permits.
4. Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

Signature of Professional Engineer

Firm or Affiliation

(Date)

(P.E. Number)

EXHIBIT H
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INSURANCE REQUIREMENTS CHECKLIST

TYPE OF COVERAGE		MINIMUM COVERAGE LIMITS
Must be Included if marked "X"	Commercial General Liability Comprehensive Coverage/ Other Coverage Endorsements	Bodily Injury & Property Damage <u>\$1,000,000. Per Occurrence</u> <u>\$2,000,000. General Aggregate or CSL</u> <u>\$2,000,000. Products – Comp/Op Aggregate</u>
	(Please note special instructions →)	Special instructions: Silica exclusion must be eliminated from the policy IF THE PROJECT USES cement/ concrete construction or pre-made cement/ concrete materials in the performance of the contract. Prior to commencement of any activities or access to District property or equipment under this agreement, Contractor is required to provide District with an acceptable certificate of insurance, as well as an additional insured endorsement and a waiver of subrogation endorsement. Coverage and limits must be in accordance with these requirements, be no more restrictive than the most recent ISO forms and the District must be listed as a certificate holder. Coverage requirements shall extend to all employees and subcontractors; Prime firm is responsible.
X	Occurrence Form	
X	Premises Operations	
X	Delete XCU Exclusion (if applied)	
X	Products Completed	
	Contractual	
X	Independent Contractors	
X	Broad Form Property	
X	Personal Injury	
	Blasting	
	Demolition	
X	Watercraft – by exception for Non-Owned or Hull/ P&I (if used in project)	
X	Pollution extension, CPL or separate EIL for pollution losses	
	Automobile Liability	Bodily Injury & Property Damage <u>\$1,000,000.</u> Combined Single Limit (Ea. accident) <u>\$10,000. PIP</u>
X	Any Auto Covered	
	Workers' Compensation and Employer's Liability (if required by F.S. Chapter 440/ Federal Gov't.)	Statutory Limits <u>\$100,000. Occurrence</u> <u>\$500,000. Aggregate</u> <u>\$100,000. Disease</u>
X	Umbrella Liability	<u>\$3,000,000.</u>
X	Professional Liability/Errors and Omissions	<u>\$1,000,000. Each Loss</u>
X	Environmental Impairment Liability, CPL or Pollution Liability	BI & PD <u>\$1,000,000. Aggregate or CSL</u>
	Installation Floater or Policy Coverage (for District materials, machinery, equipment or property that will become part of the project, if in Contractor's care, onsite or in transit)	District Owned Materials, Machinery, Equipment or Property Installation <u>\$1,000,000.</u>
	Builder's Risk	Property Under Construction @100% of Value

The District must be named as an "Additional Insured" except for Workers' Compensation and Employer's Liability, Professional Liability and Inland Marine. Contractor must use the following ISO form(s), or others approved by District Risk Management: Additional Insured Endorsement Form(s) CG2010, CG2037. Must use ISO Waiver of Subrogation Endorsement CG2404 except for Professional Liability and Inland Marine. Endorsements must be listed on the certificate or copies provided. Include specific project description.

The Certificate holder shall be designated as: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406	Insurance Requirements reviewed by: JAA/3/4/2021
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