
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Water Supply Restoration Program - Grant Contract

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Gary Rudolph, Jennifer Bero **EXT:** 2020, 7163

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a contract with the Florida Department of Environmental Protection to accept the sum of \$342,441.00 through its Water Supply Restoration Grant Program for the Lake Hayes Water Supply Restoration Project.

District 1 Bob Dallari

Jennifer Bero

BACKGROUND:

The Florida Department of Environmental Protection (FDEP) provides funding through its Water Supply Restoration Program to local utilities for expeditious restoration or replacement of potable water systems or private wells where health hazards exist due to contamination.

Seminole County submitted a request to FDEP for financial assistance to provide potable water service to residential lots located north of Lake Hayes Road and east of SR 434, an unincorporated area currently serviced by private wells. FDEP agreed to provide \$342,441.00 towards the total \$645,536.00 project costs. The proposed project consists of 3,000 linear feet of new water lines to serve lots along Pennsylvania Avenue, Beasley Road, and Sunnyview Drive, and an additional 1,600 linear feet for fire hydrants and service connections along Lake Hayes Road from Pine Street to Palm Way.

For the funds to be received, the Board must approve and authorize the Chairman to execute a contract with FDEP. A budget amendment request to allocate the funds is presented in the Budget Division section of this agenda.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a contract with the Florida Department of Environmental Protection in acceptance of \$342,441.00 through their Water Supply Restoration Grant Program for the Lake Hayes Water Supply Restoration Project.

ATTACHMENTS:

1. Agreement
2. Maps and Aerials
3. Maps and Aerials

Additionally Reviewed By:

- Budget Review (Lisa Spriggs)
- County Attorney Review (Susan Dietrich)

CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and SEMINOLE COUNTY, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Contractor"), a local government, for potable water main lines for properties with contaminated potable water wells.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to extend the water mainlines for properties with contaminated potable water wells as defined herein and in accordance with Attachment A, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. This Contract shall begin upon execution by both parties and remain in effect for a period of twenty-four (24) months, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. This Contract may be renewed for an additional term not to exceed three (3) years. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.
5. A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on cost reimbursement basis up to a maximum of \$342,441 towards the total project cost for the services outlined in Attachment A. The Contractor shall be responsible for the additional \$303,095 necessary for the completion of the services.
6. A. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements, (attached hereto and made a part hereof as Attachment B), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:
 - i. Salaries/Wages - The Contractor shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for Contractor's employees.
 - ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the

State Board of Administration. Invoices for reimbursement of fixed price subcontracts approved by the Department shall be documented by copies of the paid invoices.

- iii. Development/Impact Fee and Meter Set Charges – Must be documented by an itemized statement of fees paid and meters set for new service.
 - iv. Travel - Travel expenses are not authorized under the terms of this Contract.
 - v. Equipment - (Capital outlay over \$1,000 in value) – The purchase of non-expendable equipment or personal property costing \$1,000 or more is not authorized under the terms of this Contract.
 - vi. Rental/Lease of Equipment - Include copies of invoices or receipts to document charges.
 - vii. Other Expenses - e.g., Materials, supplies, phone, reproduction, mailing, must be documented by itemizing and including copies of receipts or invoices.
- B. The Contractor shall submit invoices on a quarterly basis, in conjunction with progress reports as required herein. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final invoice must be submitted no later than thirty (30) days after the completion date of the Contract in order to assure the availability of funding.
7. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
 8. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.
 9. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850-245-2361.
 10. The Contractor shall submit quarterly progress reports which indicate the work performed during the reporting period, work scheduled for the next reporting period, problems encountered and resolutions of the problems, and any schedule updates.
 11. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
 12. The Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party. Prior to termination, the terminating party shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the non terminating party an opportunity to consult with the terminating party regarding the reason(s) for termination.

The parties hereto may terminate this Contract for convenience as evidenced by formal amendment which clearly describes the basis for the termination.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 13.

13. Any and all notices shall be delivered to the parties at the following addresses:

<u>Contractor</u>	<u>Department</u>
County Manager Seminole County Seminole County Services Building 1101 East First Street Sanford, Florida 32771	Charles Coultas (MS #3515) Water Supply Restoration Program Florida Department of Environmental Protection 2600 Blair Stone Road Tallahassee, Florida 32399-2400

14. The Department's Contract Manager is Charles Coultas, phone 850-245-8369. The Contractor's Contract Manager is Gary Rudolph, phone 407-665-2020. All matters shall be directed to the appropriate Contract Managers for action or disposition.
15. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
16. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
17. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
18. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action brought by the Contractor against the Department hereon or in connection herewith shall be brought in Leon County, Florida. Any action brought by the Department against the Contractor herein or in connection herewith shall be brought in Seminole County, Florida.
19. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
20. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
21. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
22. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions

regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.

23. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
24.
 - A. The Contractor shall not subcontract, assign, or transfer any work under this Contract without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities maybe obtained by contacting the Office of Supplier Diversity at 850-487-0915.
25. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
26. The Contractor warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.
27. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Contract.
28. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time, shall require formal amendment to this Contract.
29. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Contractor, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
30. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
31. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to rule 60A-1.032(1), Florida Administrative Code, this Contract shall be exempt from the one percent (1%) transaction fee.

32. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

SEMINOLE COUNTY

By: _____
Title: _____

Date: _____

FEID No.: 59-6000856

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *P. M. Co*
Director, Division of Water Resource Management or designee

Date: 9/11/09

Charles M. Coultas
Charles Coultas, DEP Contract Manager

Ruth Heppner
DEP Contracts Administrator

Approved as to form and legality:

Matthew B
DEP Attorney

List of attachments/exhibits included as part of this Contract:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Scope of Services (2 Pages)
Attachment	B	Contract Payment Requirements (1 Page)

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ATTACHMENT A
SCOPE OF SERVICES

The objective of this project is to design, permit and construct potable water main lines for properties with contaminated potable water wells. The project will follow all requirements for Public Water Systems (PWS) as specified in Chapter 62-555, Florida Administrative Code (F.A.C.). The Contractor shall obtain all State, County and City permits required for the project.

The Contractor shall provide water main lines for new potable water service, up to and including the meter set within the public right-of-way, for the following properties:

<u>WELL_ID</u>	<u>WELL_ADDR</u>
590060201	2239 Pennsylvania Avenue
590061201	2235 Pennsylvania Avenue
590062701	2244 Pennsylvania Avenue
590062801	2251 Pennsylvania Avenue
590063001	2236 Pennsylvania Avenue
590064101	2266 Pennsylvania Avenue
590064301	2276 Pennsylvania Avenue
590064401	2290 Pennsylvania Avenue
590064601	2302 Pennsylvania Avenue
590066401	2259 Pennsylvania Avenue
590066901	2240 Pennsylvania Avenue
590067701	2315 Pennsylvania Avenue
590061601	2222 Sunny View Drive
590061801	2200 Sunny View Drive
590061901	2256 Sunny View Drive
590063401	2247 Sunny View Drive
590063501	2223 Sunny View Drive
590063601	2211 Sunny View Drive
590063801	2271 Sunny View Drive
590069101	2244 Sunny View Drive
590076601	2283 Sunny View Drive
590069501	2349 Palm Way
590069901	2353 Palm Way
590069601	2348 Pine Street
590062001	2267 Pennsylvania Avenue
590063701	2259 Sunny View Drive

Included in this work will be the development\impact fees and meter set charges for all of the listed sites. Each resident/owner will be required to apply to Seminole County Utility for the new water service and pay the utility deposit. If an owner/resident does not request new service upon completion of this Contract, the impact fees and meter set charges paid under this Contract will be applied to the property utility records, allowing owners/residents to receive water service at a later time. There will be no requirement by the Department or the Contractor for the property owners to have their property annexed into Oviedo or to sign an annexation agreement as a condition of receipt of the new potable water service.

The Contractor is not responsible for connecting potable water lines from the meter set in the public right-of-way to the properties listed above or residences thereon.

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PHASE I

The Contractor will provide engineering design, surveying, labor, equipment, materials, fees and all other services/items necessary to obtain the for the Public Water Supply (PWS) permit to construct the specified water main lines in Seminole County. The Contractor shall also prepare bid documents and select a subcontractor in accordance with Seminole County purchasing rules and regulations.

Phase I Deliverable: In addition to the quarterly progress reports required in paragraph 10 of the Contract, the Contractor shall submit copies of the field survey, design drawings, bid documents and PWS Permit to the Department.

Phase I Timeline: The PWS permit shall be obtained no later than June 1, 2010. A subcontractor shall be procured no later than October 1, 2010. A construction schedule shall be submitted to the Department no later than November 1, 2010.

PHASE II

The Contractor shall provide water main extensions to the public right-of-way serving the properties listed above. This shall include water mains, service laterals, and meter sets.

Phase II Deliverables: The Contractor shall submit a final report on the connection status of each of the listed sites. The final report will also include a copy of the as-built drawings on a digital ASCII file in ARC/INFO 7.0 export format with no compression or .DXT format. The file coordinates will be referenced in State Plan feet (including Zone) or UTM meters (including zone). All graphics elements will be completely attributed and documented.

Phase II Timeline: All water line extensions shall be completed no later than June 1, 2011. The final report shall be submitted to the Department no later than June 30, 2011.

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ATTACHMENT B

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005) Cost Reimbursement Contracts

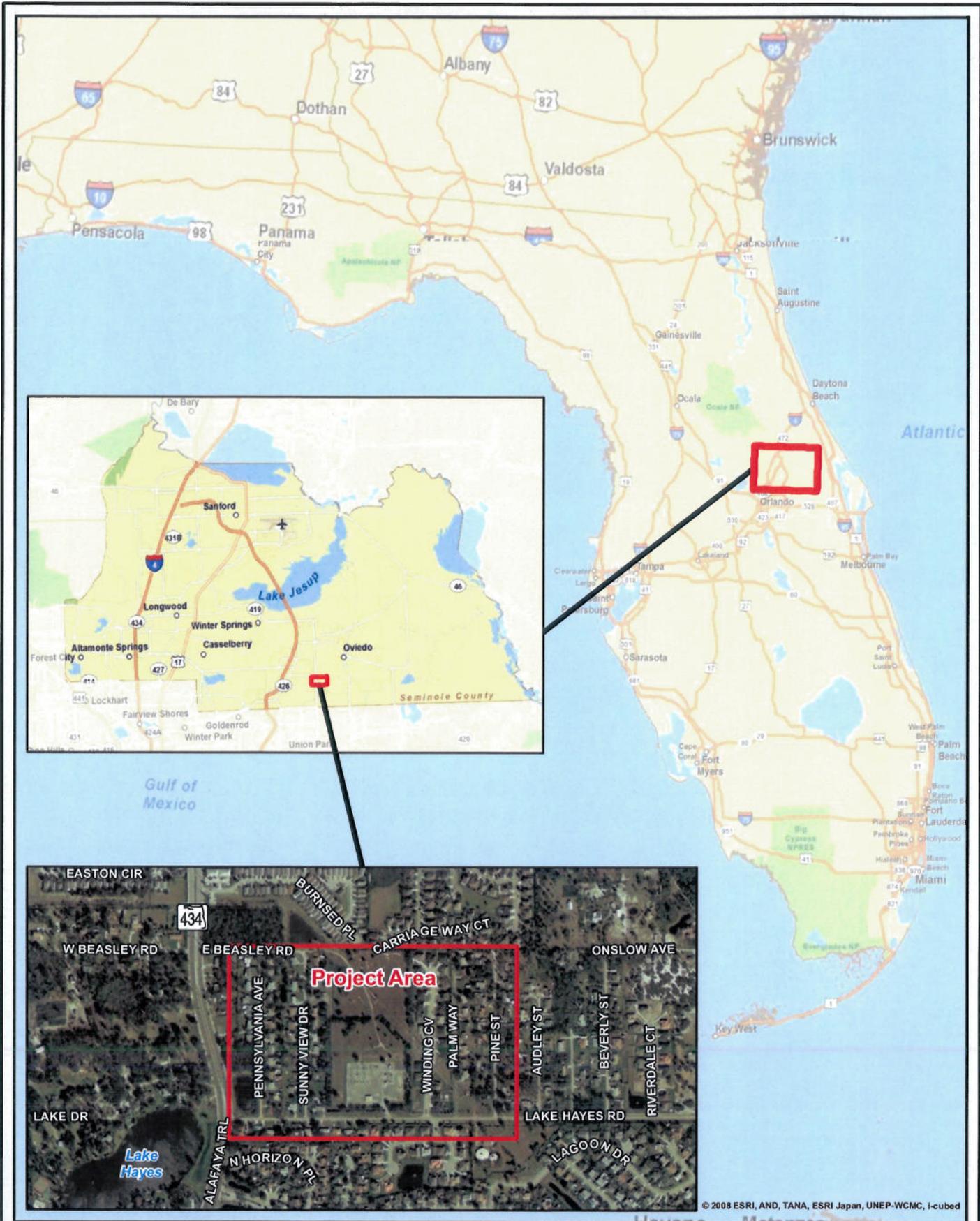
Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may 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.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address:: <http://www.fldfs.com/aadir/reference%5Fguide/>.

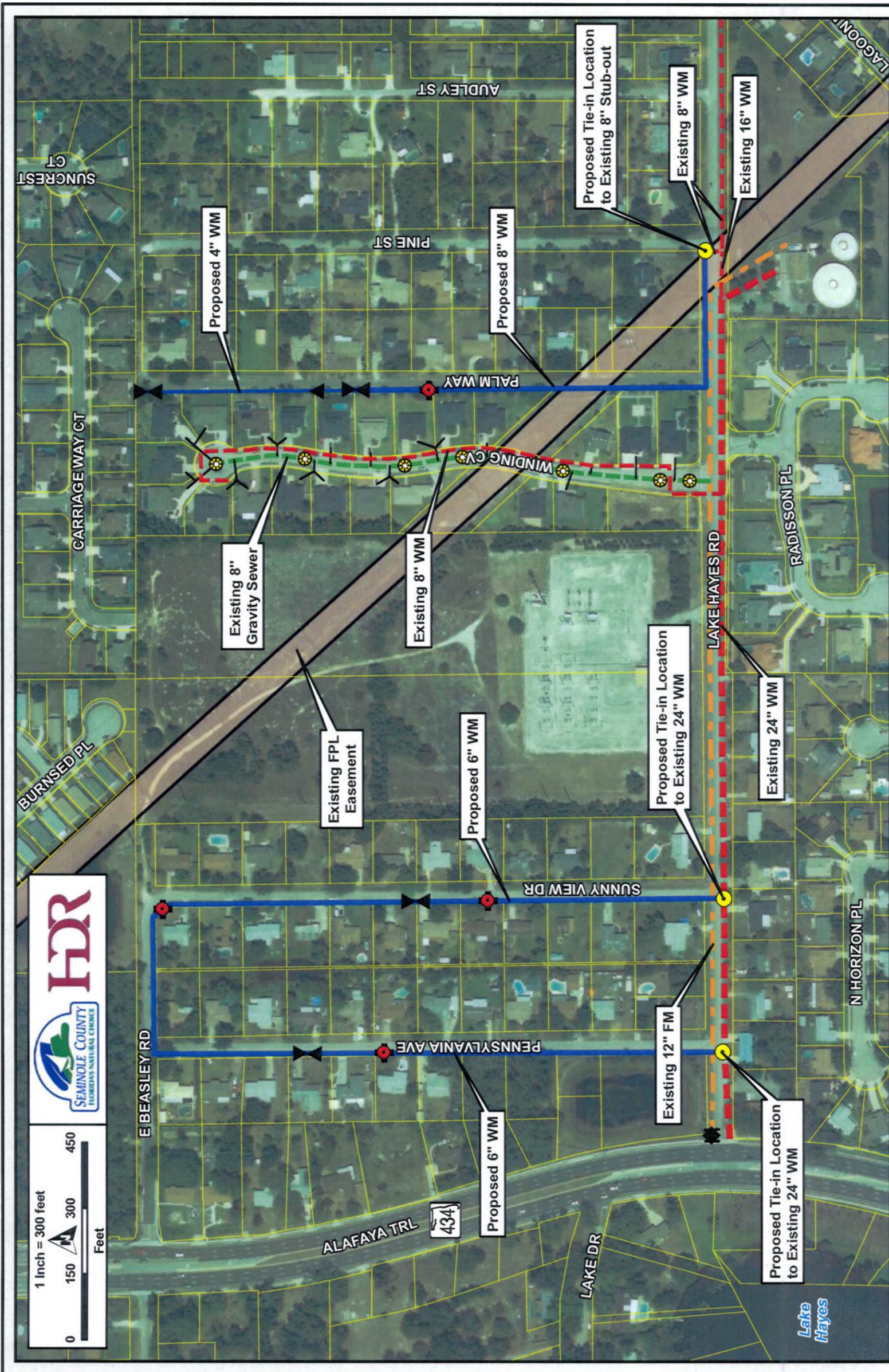


Lake Hayes Water Main Restoration Project

Project Location Map

Figure 1

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1 Inch = 300 feet

0 150 300 450 Feet

HDR

SEMINOLE COUNTY
FLORIDA NATURAL CHANGE

Lake Hayes Water Main Restoration Project		Proposed Water Main Alignment		Figure 2	
	Exist. WM (24")		Prop. WM (4")		Prop. Tie-in Locations
	Exist. WM (8-16")		Prop. Gate Valve		Exist. Sewer Lateral
	Prop. WM (6-8")		Prop. Fire Hydrant		Exist. Plug Valve
	Exist. Gravity Sewer (8")		Exist. Gravity Sewer (8")		Exist. FPL Easement
	Exist. Manhole		Exist. FPL Easement		Exist. Manhole
	Exist. Parcels				Exist. Parcels