



APPLICATION

2003-2004 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 FUNDING PROGRAM APPLICATION FORM

Application No: AWS - 04 _____
 (District to provide)

<p>The undersigned Applicant has read all of the terms and conditions of the Alternative Water Supply Funding Program Guidelines And Application, and certifies that all of the information contained within this Application and subsequent Attachments is true and correct to the best of its knowledge.</p>	
<p>Applicant's Legal Name: Miami-Dade County Miami Dade Water and Sewer Department (State Div./Dept. if applicable)</p>	<p>Applicant's Address: 3071 S.W. 38 Avenue Miami, Florida 33146</p>
<p>Project Title: Ultra Violet Disinfection at the Southwest Wellfield Description: Ultra Violet (UV) Disinfection System for raw water injection into the ASR wells for future recovery.</p>	<p>Funding Amount Requested: \$824,500.00 County in which Project will be Built: Dade County, Florida</p>
<p>Type of Organization: County Agency</p>	<p>Date of Incorporation: State of Incorporation: Florida Federal ID No.: 596000573</p>
<p>Has your organization ever received funding under the Alternative Water Supply Program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Year last received: _____ Amount of Funding Received: _____ Is the project(s) still ongoing? Yes <input type="checkbox"/> No <input type="checkbox"/> District's contract number(s): _____ Expected completion date(s): _____ Current status on the project(s): _____</p>	
<p>Authorized Person's Name: Steve Shiver Signature: _____ Title: County Manager</p>	<p>Telephone Area Code /Number: 786-552-8045 Fax Number: 786-552-8628</p>





**SAMPLE AGREEMENT BETWEEN THE DISTRICT
AND THE APPLICANT**



2



2003 - 2004 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AWS FUNDING PROGRAM AGREEMENT
SAMPLE

<p>Recipient: Miami-Dade County Miami Dade Water and Sewer Department</p> <p>Recipient's Project Manager: Jorge S. Rodriguez</p> <p>Address: 3071 S.W. 38 Avenue Miami, Florida 33146</p> <p>Telephone No: 786-552-8112</p> <p>Fax No: 786-552-8639</p>	<p>Contract Number: C-</p> <p>Governing Board Approval Date:</p> <p>District Funding Amount: \$ Not to Exceed 50% of Total Project Cost</p>
<p>SFWMD Project Manager:</p> <p>Address: Procurement Division, B-1 Building, 2nd.Floor 3301 Gun Club Road West Palm Beach, Florida, 33406</p> <p>Telephone No: 561-682-6444</p> <p>Fax No: 561-682-5283</p>	
<p>Insurance: Applicable/Not Applicable</p>	
<p>Federal Employer Identification Number: 596000573</p>	
<p>Project Title: Ultra Violet Disinfection at the Southwest Wellfield</p> <p>Description: Ultra Violet (UV) Disinfection System for raw water injection into the ASR wells for future recovery and use.</p>	



This **Agreement** is entered into between “the Parties”, the South Florida Water Management District, the “**District**”, and the undersigned Applicant, hereinafter referred to as the “**Recipient**”. The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial, and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

- 1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the “Detailed Description of the Project,” attached hereto as Attachment “A”, and made a part of this **Agreement**.
- 1.2 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**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.
- 1.3 The **Recipient** shall submit to the **District**, proof of FLDEP and SFWMD permit applications as part of the documentation package. No application will cause the District to deem the project ineligible.

ARTICLE 2 - TERM OF THE AGREEMENT

- 2.1 The period of performance of this **Agreement** shall commence on the Construction Start Date stated by the **Recipient** on the last page of this **Agreement** and shall continue for a period of thirty-six (36) months.
- 2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 – COMPENSATION/CONSIDERATION

- 3.1 As consideration for providing the goods and services required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on front page. Such amount is a not to exceed amount and therefore, no additional consideration shall be authorized. **Recipient** must provide at least fifty (50) percent of the total project cost.
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- 4.1 The **District** shall make payment to the **Recipient** upon completion and acceptance of the Project. The **Recipient** shall provide certification that all construction has been completed in accordance with Attachment "A" of this **Agreement**.
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All notices to the **District** under this **Agreement** shall be in writing and sent by certified mail to:

South Florida Water Management **District**

Attn: (Project Manager's name as stated on the first page of the **Agreement**)

(Address as stated on the first page of the **Agreement**)



5

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- 6.1 If **Recipient** fails to fulfill its obligations under this **Agreement** in a timely and proper manner, the **District** shall have the right to terminate this **Agreement** by giving written notice of any deficiency. The **Recipient** in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the **Recipient** fails to correct the deficiency within this time, the **District** shall have the option to terminate this **Agreement** at the expiration of the ten (10) day time period.
- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery to the **Recipient** of a Notice of Termination specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective.
- 6.3 In the event of termination, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.
- 6.4 If either Party initiates legal action, including appeals, to enforce this **Agreement**, the prevailing Party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.
- 6.5 In the event the **Recipient's** funding becomes unavailable, that shall be good and sufficient cause for the **District** to terminate the **Agreement**, pursuant to Paragraph 6.2, above.
- 6.6 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators 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.



ARTICLE 7 - RECORDS RETENTION

7.1 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 governmental 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**.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.

8.2 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 justifiable in federal court.

8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.

8.4 Pursuant to Section 216.347, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch, or another state agency.



- 8.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

- 9.1 *The following indemnification clause shall only be applicable to Investor-owned Utilities or Private Entities:*

For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save, and hold the **District**, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the **Recipient**, its subcontractors, agents, assigns, invitees, or employees in connection with this **Agreement**. The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this **Agreement**. The provisions of this paragraph survive the termination or expiration of this **Agreement**.

- 9.2 *The following shall only apply if the work is being performed on District property:*

The **Recipient** shall procure and maintain, through the term of this **Agreement**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **District's** Certificate of Insurance, attached and made a part of this **Agreement**. The coverage required shall extend to all employees and subcontractors of the **Recipient**. The attached **District's** Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate shall be signed by the insurance carrier's authorized representative.

ARTICLE 10 - RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** is an independent contractor and is not an employee or agent of the **District**. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the **District** and the **Recipient**, its employees, agents, subcontractors, or assigns, during or after the performance of this **Agreement**. The **Recipient** is free to provide similar services for others.



- 10.2 The **Recipient** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be void.
- 10.3 It is the intent and understanding of the Parties that 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.

ARTICLE 11 - GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, 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 Government, 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 Detailed Description of Work - Attachment "A" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 In the event any provisions of this **Agreement** shall conflict, or appear to conflict, the **Agreement**, including all Attachments, and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.



11.5 This **Agreement** may be amended only with the written approval of the Parties.

11.6 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.



IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: _____
Frank Hayden, Procurement Director

Date: _____

Recipient's Legal Name: _____

By Authorized Official: _____

Title: _____

Date: _____

Construction Project Start Date: _____

SFWMD Procurement Approved:

By: _____ Date: _____



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SECTION THREE

Attachment "A"
Detailed Description of Project

INTRODUCTION

The Miami-Dade Water and Sewer Department (Department) provides water service to most of Miami-Dade County, including those customers who receive water on a wholesale basis. The Department is responsible to adequately plan for and supply the needed water supply for the County's growing population. The Department currently operates three large regional water treatment plants, along with six (6) smaller facilities in South Dade, which combined, treat and distribute 325 million gallons per day of safe drinking water to the residents. Raw water is supplied from the Biscayne Aquifer, which has been identified as the sole source of drinking water in southeast Florida. Concerns about future shortages of water due to increased population growth and the needs of the adjacent Everglades National Park ecosystem have resulted in the pursuit of alternative water supplies by the Legislature, the Governor's Commission for a Sustainable South Florida and the District. These policies include Aquifer Storage and Recovery (ASR).

ASR is a water management tool in which water from the Biscayne Aquifer is stored in the Upper Floridan Aquifer during those months when demand is below system capacity, and is later recovered during periods of high demand. In this way, ASR is used in conjunction with other water supply facilities to provide a supply of water during peak months that may exceed the capacity of the conventional facilities without stressing the Biscayne Aquifer. The District recommends the use of ASR as a prudent and efficient water management tool that allows operational flexibility and diversification of a utility's resources.

The ASR system at the Southwest Wellfield currently must shut down if rainfall measured at the site exceeds 0.75 inches. ASR injection cannot resume until satisfactory biological clearance has been obtained on the raw water. Due to the occurrence of short duration, high intensity storms during the wet season, the ASR System is unable to function during most of the season. To assure that the water entering the ASR System is free from coliform, an Ultra violet (UV) disinfection system is proposed. This system would disinfect the raw water prior to injection and would allow the injection to occur regardless of the rainfall that occurs.

2. SCOPE OF WORK

The objective of this project is to construct an ultra violet light disinfection system at the Department's Southwest Wellfield. Under a Department Contract which is to be bid and constructed in fiscal year 2003, the following project components will be constructed: One (1) ultra violet light disinfection system complete with ultra violet light reactors, piping, controls, monitoring equipment, and building to house its components.

3. WORK BREAKDOWN STRUCTURE

A. Methodology and rationale for the proposed project.

The rationale for the proposed project is that by disinfecting the raw water, this will allow storage of excess wet season water during the rainy season which will significantly reduce stress on the Biscayne Aquifer during the dry season.

B. Detailed Project Description

This project would include three (3) UV treatment units, a protective building, instrumentation, control equipment and piping to connect the raw water supply header and ASR intake headers to the system.

Project Justification and Cost/Benefit Estimates

The estimated construction cost for the proposed project is \$2,149,000. Disinfecting the raw water with UV light is cost effective. To disinfect using other methods (i.e. chemicals) would be costly, less flexible and require a significantly larger footprint.

The following permits will be obtained:

Florida Dep. Of Environmental Protection (UIC)
Miami-Dade County Health Department
Miami-Dade County Building Department

Prior to construction, but after bid openings and award, the selected contractor will be required to obtain a construction permit from Miami-Dade County. These permits are not issued until such time. No other permits are needed for this project.

Potential for Significant and Lasting Benefits

The construction and utilization of the proposed UV disinfection system will have significant and lasting benefits for the entire South Florida area. The disinfection system will show that ASR is feasible at this site. By storing seasonally available ground water, the conservation of water previously lost to tides is accomplished. Additional wellfield construction is also deferred. During periods of heavy water demand, water withdrawals from the existing Biscayne Aquifer wells can be supplemented from the ASR wells, eliminating increased pumping from the aquifer. This will provide environmental benefits by reducing the impact to surrounding wetlands during periods of high demand. In

addition, the further development, knowledge and future implementation of ASR will be facilitated by this project, broadening its use to other aspects of the District's water management program. For example, seasonally available raw surface water from Lake Okeechobee could be stored for agricultural, flood control and power plant cooling.

LOCATION

The project will be constructed at the Department's Southwest Wellfield located at S. W. 79th Street and S. W. 123rd Avenue, Miami, Florida, Section 35, Township 54 Range 39.

DELIVERABLES AND PAYMENT SCHEDULE

Estimated duration of construction is approximately eight (8) months and it is anticipated that the project will be started and completed before the end of fiscal year 2003. The Department's current and anticipated workloads have been considered in this schedule. A final work sequence will be developed and contained within the project specifications.

Project Work Schedule

	<u>Description of Work</u>	<u>Duration</u>
1.	Advertise Project, accept bids, award contract	3 months
2.	Contractor mobilization/demobilization	2 weeks
3.	Site work	2 months
4.	Yard piping	2 months
5.	Install equipment	2 months
6.	Performance testing	2 months



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The undersigned Applicant has read all of the terms and conditions of the Alternative Water Supply Funding Program Guidelines And Application, and certifies that all of the information contained within this Application and subsequent Attachments is true and correct to the best of its knowledge.

Applicant's Legal Name: Miami-Dade County Miami Dade Water and Sewer Department (State Div./Dept. if applicable)	Applicant's Address: 3071 S.W. 38 Avenue Miami, Florida 33146
Project Title: One Floridan Aquifer Monitoring Well at the South- West Wellfield Description: Aquifer storage and Recovery Monitoring Well	Funding Amount Requested: \$327,500.00 County in which Project will be Built: Dade County
Type of Organization: County Agency	Date of Incorporation: N/A State of Incorporation: Florida Federal ID No.: 596000573
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Authorized Person's Name: Steve Shiver Signature: _____ Title: County Manager	Telephone Area Code /Number: 786-552-8086 Fax Number: 786-552-8647





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AWS FUNDING PROGRAM AGREEMENT
SAMPLE

<p>Recipient: Miami-Dade County Miami Dade Water and Sewer Department Recipient's Project Manager: Humberto Sanchez Address: 3575 S. LeJeune Road Miami, Florida 33133 Telephone No: 305-668-1957 Fax No: 305-669-7740</p>	<p>Contract Number: C- Governing Board Approval Date: District Funding Amount: \$ Not to Exceed 50% of Total Project Cost</p>
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ARTICLE 6 - TERMINATION/REMEDIES

- 6.1 If **Recipient** fails to fulfill its obligations under this **Agreement** in a timely and proper manner, the **District** shall have the right to terminate this **Agreement** by giving written notice of any deficiency. The **Recipient** in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the **Recipient** fails to correct the deficiency within this time, the **District** shall have the option to terminate this **Agreement** at the expiration of the ten (10) day time period.
- 6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery to the **Recipient** of a Notice of Termination specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective.
- 6.3 In the event of termination, the **District** shall compensate the **Recipient** for all authorized and accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.
- 6.4 If either Party initiates legal action, including appeals, to enforce this **Agreement**, the prevailing Party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.
- 6.5 In the event the **Recipient's** funding becomes unavailable, that shall be good and sufficient cause for the **District** to terminate the **Agreement**, pursuant to Paragraph 6.2, above.
- 6.6 In the event a dispute arises which the Project Managers cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators 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.



ARTICLE 7 - RECORDS RETENTION

7.1 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 governmental 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**.

ARTICLE 8 - STANDARDS OF COMPLIANCE

- 8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.
- 8.2 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 justifiable in federal court.
- 8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.
- 8.4 Pursuant to Section 216.347, Florida Statutes, the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch, or another state agency.



- 8.5 The **Recipient** shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**.
- 8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

- 9.1 *The following indemnification clause shall only be applicable to Investor-owned Utilities or Private Entities:*

For value received, which is hereby acknowledged, the **Recipient** shall defend, indemnify, save, and hold the **District**, its agents, assigns, and employees, harmless from any and all claims or causes of action, including without limitation, all damages, losses, liabilities, expenses, costs, and attorney's fees related to such claims, resulting from any negligent or intentional act or omission, or the violation of any federal, state, or local law or regulation, by the **Recipient**, its subcontractors, agents, assigns, invitees, or employees in connection with this **Agreement**. The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this **Agreement**. The provisions of this paragraph survive the termination or expiration of this **Agreement**.

- 9.2 *The following shall only apply if the work is being performed on District property:*

The **Recipient** shall procure and maintain, through the term of this **Agreement**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **District's** Certificate of Insurance, attached and made a part of this **Agreement**. The coverage required shall extend to all employees and subcontractors of the **Recipient**. The attached **District's** Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate shall be signed by the insurance carrier's authorized representative.

ARTICLE 10 - RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The **Recipient** is an independent contractor and is not an employee or agent of the **District**. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the **District** and the **Recipient**, its employees, agents, subcontractors, or assigns, during or after the performance of this **Agreement**. The **Recipient** is free to provide similar services for others.



- 10.2 The **Recipient** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be void.
- 10.3 It is the intent and understanding of the Parties that 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.

ARTICLE 11 - GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this **Agreement** to the contrary, 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 Government, 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 Detailed Description of Work - Attachment "A" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.
- 11.2 In the event any provisions of this **Agreement** shall conflict, or appear to conflict, the **Agreement**, including all Attachments, and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent that the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.



11.5 This **Agreement** may be amended only with the written approval of the Parties.

11.6 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.



25

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date written below.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD**

By: _____
Frank Hayden, Procurement Director

Date: _____

Recipient's Legal Name: _____

By Authorized Official: _____

Title: _____

Date: _____

Construction Project Start Date: _____

SFWMD Procurement Approved:

By: _____ Date: _____



SECTION THREE

Attachment "A"
Detailed Description of Project

Attachment A

Detailed Description of Project

1. INTRODUCTION

The Miami-Dade Water & Sewer Department (Department) provides water service to most of Miami-Dade County, including those customers who receive water on a wholesale basis. The Department is responsible to adequately plan for and supply the needed potable water for the county's growing population. The Department currently operates three large regional water treatment plants, along with six smaller facilities in South Dade, which combined, treat and distribute 340 millions gallons per day of safe drinking water to its residents. Raw water is supplied from the Biscayne aquifer, which is identified as a "sole source of drinking water" in South Florida by the United State Environmental Protection Agency. Concerns about future shortages of water due to increased population growth and the needs of the Everglades National Park ecosystem have resulted in the pursuit of alternative water supplies by the Legislature, the Governor's Commission for a Sustainable South Florida and the South Florida Water Management District. These policies include Aquifer Storage and Recovery (ASR).

ASR is a management tool in which water from the Biscayne aquifer is stored in the upper Floridan aquifer during those months when demand is below system capacity, and recovered during periods of peak demand. In this way, ASR is used in conjunction with other water supply facilities to provide a supply of water during peak months without stressing the Biscayne aquifer. The District recommends the use of ASR as a prudent and efficient water management tool that allows operational flexibility and diversification of utility resources.

2. SCOPE OF WORK

The objective of this project is to construct one test/monitor well at the Department's Southwest Wellfield. Under a Department contract which is to be bid and constructed in fiscal year 2004. The following components will be constructed; one monitor/test well, a concrete drilling pad and a wellhead.

3. WORK BREAKDOWN STRUCTURE

A. Methodology and rationale for proposed project

The methodology for the proposed project is that the information obtained from the installation of this well will allow operation of the Southwest Wellfield ASR system to take full advantage of the storage of excess water available during the "wet" season allowing storage and future retrieval during peak demand periods of the "dry season.

B. Detailed Project Description

This project will include a 4" steel cased monitor/test well drilled to a depth of approximately 1200 feet and surface facilities including a wellhead. During the construction geophysical logs and geological cores will be obtained to identify the best zone for utilization of this ASR facility.

C: Project Justification and Cost/Benefit Estimates

Daily records of raw water demand at the Department's Alexander Orr Water Treatment Plant indicate that Maximum Day demands occur for a few days of the year during the "dry" season. This project will verify that ASR is feasible at the site.

The estimated construction costs for the proposed project is \$655,000.00. ASR utilizing raw water is cost effective. To obtain a comparable water supply amount from other alternative water supplies such as wastewater reuse, reverse osmosis or desalinization would increase the costs approximately four to five times. The cost of ASR oriented solutions is low relative to other alternatives.

D: Permitting:

The Department has a permit to construct a monitor/test well at the site from the Florida Department of Environmental Protection. A permit is not required from the District to construct a 4" monitor/test well. Prior to construction, but after bid openings and award, the selected contractor will obtain permits from the Miami-Dade County Building Department.

E: Potential for Significant Lasting Benefits:

The construction and utilization of the proposed monitor/test well will have significant and lasting benefits for the entire South Florida area. The monitor/test well will show that ASR is feasible at this site and will provide the necessary information to properly operate the ASR system. By storing seasonally available ground water, the conservation of water previously lost to tides is accomplished. Additional wellfield construction is also deferred. During periods of heavy water demand, water withdrawals from the existing Biscayne aquifer wells can be supplemented from the ASR wells. This methodology eliminates the need for increased pumping of groundwater resources. In addition, further development knowledge and future implementation of ASR will be facilitated by this project, broadening its use to other aspects of the District's water management program.

F: Location

This project will be constructed at the Department's Southwest Wellfield located at 8601 S.W. 127th Avenue, Section 35, Township 54, Range 39 East, Miami-Dade County, Florida.

G: Delivery and Payment Schedule

Estimated duration of construction is approximately 13 months and it is anticipated the project will be completed in 2004. The Department's current and anticipated workloads as well as permitting and approvals have been considered in this schedule. A final work sequence will be developed and contained within the project specifications.

PROJECT WORK SCHEDULE

<u>Description of Work</u>	<u>Duration</u>
1. Advertise project, accept bids, award contract	6 months
2. Permitting, approvals	6 months
3. Construction	4 months