



CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

COUNCIL ITEM 13C
DATE 11/13/12

MEMORANDUM

TO: GREGORY J. ORAVEC, CITY MANAGER

FROM: DALE MAJEWSKI, NPDES PROGRAM MANAGER 

DATE: OCTOBER 31, 2012

RE: SLRIT AGREEMENT NO. 460002758
BAFFLE BOX INSTALLATION

The City Of Port St. Lucie has received a grant from the St Lucie River Issues Team (SLRIT) in the amount of \$100,000 to install baffle boxes in up to three D-canals located on Crowberry Drive and Coral Reef Street. This is a 50/50 matching grant, the City Of Port St. Lucie has \$100,000 budgeted this year for the match.

The baffle boxes will help to improve water quality in the North Fork of the St. Lucie River. With the installation of the baffle boxes the City Of Port St. Lucie will receive credits on our load allocations in the TMDL process.

Attached, please find 2 original copies of the proposed Local Government Agreement with SFWMD which we hereby request to be placed on the next City Council Agenda for Council approval. If approved these agreements must be signed by your office.

Highlights of the Agreement include:

- Agreement includes survey, design, permitting and construction.
- SFWMD will contribute \$100,000 on a cost reimbursement basis.
- The City is responsible for providing a match of \$100,000.
- The grant agreement remains in effect for 12 months after execution.
- The City shall submit quarterly progress reports to SFWMD.

If you have any questions or require additional information, please do not hesitate to contact me.

Cc: Patricia Roebing, P.E., Public Works Director, City Engineer
James Angstadt, P.E. –Assistant Public Works Director
Sue Walsh, Manager Operations

RECEIVED

OCT 31 2012

City Manager's Office

S:\projects\Baffle Boxes\12-10-31 MEM MAJEWSKI SLRIT BAFFLE BOX _ORAVEC.doc



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

AGREEMENT NO. 4600002758

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND THE

CITY OF PORT ST. LUCIE

THIS AGREEMENT is entered into as of the _____ by and between the South Florida Water Management District (**DISTRICT**) and the City of Port St. Lucie (**CITY**).

WHEREAS, the **DISTRICT** is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **CITY** to construct baffle boxes at the D-13 Canal, D-14 Canal, and the D-21 Canal outfall locations in order to provide stormwater treatment for the central watershed drainage basin prior to discharge into the St. Lucie Estuary; and

WHEREAS, the **CITY** 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

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

1. The **DISTRICT** agrees to contribute funds and the **CITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for design, permitting and construction of the baffle bases.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of one (1) year.
3. The total **DISTRICT** contribution shall not exceed the amount of \$100,000. The **DISTRICT** shall make payment upon completion and acceptance of the deliverables as described in the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-

exceed **AGREEMENT** funding limitation of \$100,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. In the event the **CITY** is providing a cost sharing contribution as provided for in paragraph 5 below, the **CITY** shall provide evidence that its minimum cost share has been met for each invoice submitted. The subject cost share documentation shall be included with each invoice. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** 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. The **DISTRICT** will notify the **CITY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **CITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **CITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **CITY** shall cost share in the total amount of \$100,000 in conformity with the laws and regulations governing the **CITY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **CITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **CITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond one year from the date of execution unless authorized through execution of an amendment to cover succeeding periods.
7. The **CITY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **CITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **CITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **CITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **CITY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **CITY** under this

AGREEMENT shall be deemed to be the property of the **CITY** upon completion of this **AGREEMENT**. The **CITY** shall retain all ownership to tangible property.

9. The **CITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **CITY** and the officers, employees, servants and agents thereof. The **CITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **CITY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **CITY** subcontracts any part or all of the work hereunder to any third party, the **CITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **CITY**. Any contract awarded by the **CITY** shall include a provision whereby the **CITY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **CITY's** subcontract.
10. The **CITY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **CITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.
12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **CITY**, 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 **CITY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **CITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.

15. The **CITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **CITY** 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 **CITY**.
16. The **CITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **CITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
- A. Maintenance of Records: The **CITY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
- B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
- C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **CITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **CITY** shall, in addition to the inspection and audit rights set forth in paragraph 16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
- A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **CITY** as set forth in Exhibit "C". The **CITY** shall maintain all financial/non-financial records through:
- (1) Identification of the state or federal awarding agency, as applicable
 - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
 - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
 - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
 - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

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

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

South Florida Water Management District City of Port St. Lucie

Attn: Kathy LaMartina, Project Manager
Attn: Donna Lavery, Contract Specialist
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-6594
Email: klamart@sfwmd.gov

Attn: Dale Majewski, Project Manager
131 SW Port St Lucie Blvd
Port St Lucie, FL 34984
Telephone No. (772) 344-4128

19. Invoices, clearly marked "ORIGINAL", shall be sent to the attention of Accounts Payable at the **DISTRICT's** address specified below. All invoices shall reference the **AGREEMENT** and SAP Reference Numbers specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **DISTRICT's** Project Manager either at the address specified in paragraph 18 above or via Facsimile (FAX) using the FAX number also specified above.

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

20. **CITY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
21. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
22. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.

23. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, **CITY** 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.
24. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
25. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
26. 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**.
27. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
 - (a) Terms and Conditions outlined in preceding paragraphs 1 – 26
 - (b) Exhibit “A” Statement of Work
 - (c) Exhibit “B” Payment and Deliverable Schedule
 - (d) all other exhibits, attachments and documents specifically incorporated herein by reference

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

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Dorothy A. Bradshaw, Procurement Bureau Chief

SFWMD PROCUREMENT APPROVED

By: *Donna Lane*
Date: 10-25-12

CITY OF PORT ST. LUCIE

By: _____
Name of Authorized Individual

Title: _____

EXHIBIT "A"
STATEMENT OF WORK
PSL Baffle Box Stormwater Quality Retrofit

1.0 INTRODUCTION

This project consists of stormwater quality retrofit Best Management Practice (BMP) improvements for the existing City of Port St. Lucie Central Watershed drainage basin. The Central Watershed contains numerous drainage canals that were constructed during the initial development of the City. These drainage canals discharge through existing culverts and control structures into the North Fork of the St. Lucie River (NFSLR).

The project is required to provide water quality treatment for this heavily urbanized NRSLR drainage tributary in preparation for anticipated total maximum daily load (TMDL) reductions in the Basin Management Action Plan (BMAP) currently under development. This project consists of the design and installation of baffle boxes on City-owned property to remove pollutants and improve stormwater treatment.

Total cost of this portion of the project: \$200,000

Cost Share Amounts: Port St. Lucie Stormwater Funds \$100,000 & SLRIT \$100,000

2.0 OBJECTIVES

Implementing the proposed Baffle Boxes Stormwater Quality Retrofit Improvements is part of the City's long-term goal of improving stormwater treatment for the whole City. The existing surface water management facilities were originally designed to provide drainage and flood protection. At the time of original construction, water quality treatment was not a primary objective.

The existing residential areas drain to swales, canals and pipe systems that directly discharge untreated runoff in to the NFSLR. Implementation of the baffle boxes will improve water quality treatment prior to outfall into the NFSLR. The baffle boxes will be online and located on City owned property.

The baffle boxes will be installed at the D-13 Canal, D-14 Canal, and D-21 Canal outfall locations to the NFSLR to intercept and treat 100% of the runoff from the tributary drainage basins. The City plans to install nutrient separating baffle boxes in each location if the hydraulic conditions (peak stages, groundwater elevations and tailwater conditions) are conducive to dry flow line design for optimal removal efficiency.

The primary objective of this project is stormwater treatment for the Central Watershed drainage basin prior to discharge into the St. Lucie Estuary. These enhancements will provide water quality treatment for the older subdivisions and commercial development.

3.0 LOCATION OF PROJECT

The project sites are located on the western shore of the North Fork of the St. Lucie River, south of Prima Vista Boulevard, north of Port St. Lucie Boulevard and east of Floresta Drive at the City's D-13 Canal, D-14 Canal and D-21 Canal stormwater outfalls.

4.0 SCOPE OF WORK

This Agreement includes design, permitting, bidding and construction services for the proposed baffle boxes. Construction will be complete within one year of contract execution.

5.0 WORK BREAKDOWN STRUCTURE

TASK 1: SURVEY PROJECT SITE

Description: City's survey staff will prepare a complete survey of the improvement locations.

Deliverable: A complete survey of the project locations.

TASK 2: ENGINEERING DESIGN & PERMITTING

Description: The City's engineering consultant will prepare design specifications and construction documents for installation of the improvements. The improvements will be installed on property currently owned by the City and in existing drainage and street rights-of-way.

Deliverable: A complete set of design and construction drawings, construction specifications and permits.

TASK 3: BID AND AWARD CONSTRUCTION CONTRACT

Description: City staff will advertise for and evaluate construction bids for the improvements. An award will be made; a contract will be signed and a notice to proceed will be given.

Deliverable: A construction contract with a Notice to Proceed given to the lowest responsive and responsible bidder.

TASK 4: CONSTRUCTION

Description: The City's selected contractor will construct the improvements described on the design drawings, permits and specifications.

Deliverable: Quarterly reports will be submitted with payment requests according to contractor completion pay requests. Project Certifications with as-built drawings will be provided at project completion.

EXHIBIT "B"
Payment & Deliverable Schedule

If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement 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.

The recipient shall be responsible for submitting Quarterly Reports starting after the first quarter following contract execution. The recipient shall be responsible for all aspects of managing and completing the project as described in Exhibit A.

Invoices shall be accompanied by adequate documentation to demonstrate the completion of each task in accordance with the Statement of Work requirements and within the not-to-exceed amounts specified in accordance with Article 3 of the Agreement. All deliverables submitted hereunder are subject to review and acceptance by the District. Payment of invoices is a reimbursement of 50% of the total costs to complete each deliverable with a not-to-exceed maximum and contingent upon the partnering agency providing documentation with each invoice of a minimum 50% cost share and the deliverables as described in the Payment and Delivery Schedule.

TASK	DELIVERABLE	SCHEDULE (time from Agreement Execution)	CITY MATCH	DISTRICT PAYMENT NOT TO EXCEED
Task 1: Survey Project Site	Complete Survey	1-3 months	N/A	N/A
Task 2: Project Design & Permitting	Construction Plans & Permits	3-4 months	N/A	N/A
Task 3: Construction Contract Bidding	Construction Contract & NTP	4-5 months	N/A	N/A
Task 4: Construction	Paid Contractor Invoices	6-12 months	\$100,000 (PSL Stormwater Funds) ¹	\$100,000
TOTAL				\$100,000

¹ The project budget reflects the fact that City intends to use Nutrient Separating Baffle Boxes. However, additional Baffle Box units will be installed in other/adjacent outfall canals to utilize the entire project budget if less cost

EXHIBIT "C"

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

Federal Program Number	Federal Agency	State Fiscal Year	Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
		2006	2	37.039 - Statewide Surface Water Restoration & Wastewater Projects	\$100,000	SA1717A
Total Award						\$100,000

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

EXHIBIT "B"
ATTACHMENT 1
REQUIRED DOCUMENTATION FOR PAYMENT OF CONTRACTS
FUNDED BY STATE FUNDS WHERE A COST MATCH IS REQUIRED

Listed below are the types of documentation and examples of the minimum requirements for documentation to support invoice payment requests.

INVOICE REQUIREMENTS

All requests for payments must be submitted in the form of an invoice. The following requirements apply to all invoices submitted for payment.

- Invoices for contractual services must clearly reflect the services/deliverables that were provided.
- Invoices for contracts paid on a reimbursement basis must be supported by deliverable documentation that clearly reflects the services/deliverables provided during the invoice period.
- A billing statement will not be paid unless it can be clearly shown that the vendor intended it to be used as an invoice.
- Invoices and supporting documentation must be arranged in the same order as listed on the invoice. Acronyms and non-standard abbreviations for charges should not be used in the supporting documentation unless an explanation is also included.
- Invoices must clearly show 100% of the actual costs incurred of which the entity is entitled to be reimbursed for 50% as long as this remains within the not-to-exceed funding limitations of the contract.

SUPPORTING DOCUMENTATION

The District is required to prove that not only were the funds expended as the State grantor wished, but that they were spent in a fiscally responsible manner and that the required cost match has been provided. **Therefore, the entity's invoices must provide all documentation to support the payment. The documentation which is then provided to the State government to support the expenditures should be stand alone documents as much as is reasonable.**

Supporting documentation for each amount for which reimbursement is being claimed must indicate 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 shall be reimbursed. This is the same documentation to support required cost matching.

Listed below are the types of documentation and examples of the minimum requirements for each type:

- Salaries: A payroll register or similar documentation should be maintained. 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. Personal information should be redacted.
- 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 benefit amount must be shown.

- Travel: Reimbursement for travel must be in accordance with Section 112.061, F.S., which includes submission of the claim on the approved state travel voucher or comparable form.
- Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property (assets) are purchased using state or federal funds, the contract should include a provision for the transfer of the property when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., 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, F.S., for subsequent transfer to the State.
- In-house charges: Charges which may be of an internal nature excluding personal services (e.g., postage, copies, etc.) may be reimbursed based on a usage log which shows the quantity times the rate being charged. The rates must be reasonable.
- Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

RECEIVED
OCT 26 2012
ENGINEERING

October 25, 2012

Mr. Dale Majewski
City of Port St. Lucie
131 SW Port St Lucie Blvd
Port St Lucie, FL 34984

Dear Mr. Majewski:

**Subject: Contract Number 4600002758
Baffle Box Stormwater Quality Retrofit**

Please find enclosed two (2) copies of the subject document. Please have them signed and dated by an individual with signature authority on behalf of your organization. Please return both documents to my attention.

Your cooperation and timely response will be greatly appreciated. Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

A handwritten signature in cursive script that reads "Donna Lavery".

Donna M. Lavery, CPPB
Section Manager-Contracts
Procurement Bureau
dlavery@sfwmd.gov
(561) 682-6420

Enclosure

c: K LaMartina