



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 05 2015 *NP/BH*

April 2, 2015

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director *JW.*
Community, Environmental and Development
Services Department

**CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405**

SUBJECT: May 5, 2015 — Consent Item
South Florida Water Management District Local Government –
First Amendment to Grant Agreement No. 4600003023 (Lake
Down Sub-basin 9 Stormwater Project)

The Environmental Protection Division (EPD) is requesting approval of the First Amendment of the South Florida Water Management District (SFWMD) Local Government - Grant Agreement No. 4600003023 (Lake Down Sub-basin 9 Stormwater Project).

On May 13, 2014, the Board of County Commissioners approved the South Florida Water Management District Local Government Grant Agreement No. 4600003023 (Lake Down Sub-basin 9 Stormwater Project).

The approved project included the engineering, design and construction of a roadway swale system as well as an increase to the Windermere Ridge wetland retention time to reduce the flow of pollutants and sediments into Lake Down. The SFWMD is providing \$115,000 for the engineering design and construction. The matching funding for this project will come from the Windermere Water and Navigation Control District (Windermere MSTU).

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May 5, 2015 – Consent Item

South Florida Water Management District Local Government – First Amendment to Grant Agreement No. 4600003023 (Lake Down Sub-basin 9 Stormwater Project)

The purpose of the First Amendment is to extend the grant deadline from September 30, 2015 to January 30, 2016 as well as install a baffle box in lieu of the proposed road swales improvements along Down East Lane.

The First Amendment to the SFWMD Grant Agreement No. 4600003023 was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval of Amendment No. 1 to Agreement No. 4600003023 between the South Florida Water Management District and Orange County for Lake Down Sub-basin 9 Stormwater Project. District 1

JVW/LC: mg

Attachments

MAY 05 2015 NP/KH



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600003023-A1

ORIGINAL

AMENDMENT NO. 1

TO AGREEMENT NO. 4600003023

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

ORANGE COUNTY

This **AMENDMENT NO. 1**, is entered into on MAY 28 2015, to that **AGREEMENT** dated June 2, 2014, between "the Parties," the South Florida Water Management District (**DISTRICT**), and Orange County (**COUNTY**).

WITNESSETH THAT:

WHEREAS, the **AGREEMENT** may be amended with the prior written approval of the Parties; and

WHEREAS, the Parties wish to amend the **AGREEMENT** in order to, revise the Statement of Work, revise the Payment and Deliverable Schedule and extend the period of performance of the **AGREEMENT**;

NOW THEREFORE, the **DISTRICT** and the **COUNTY**, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The term of the **AGREEMENT** is hereby extended by one year and the expiration date, as amended, is June 2, 2016. This **AMENDMENT NO. 1** shall be effective upon the date of execution by the Parties.
2. This **AMENDMENT NO. 1** shall be at no additional cost to the **DISTRICT**.
3. The Statement of Work, attached as Exhibit "A" to the **AGREEMENT**, is hereby revised in accordance with Exhibit "A1", attached hereto and made a part of this **AMENDMENT NO.1**.
4. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 1**.

PROTECTION DIVISION
O.C. ENGINEERING



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

5. All other terms and conditions of the AGREEMENT remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this AMENDMENT NO. 1 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: *Dorothy A. Bradshaw*
Dorothy A. Bradshaw, Procurement Bureau Chief *SM*

SFWMD PROCUREMENT APPROVED

By: *Marilyn Gray*
DATE: *April 1, 2015* *SM*

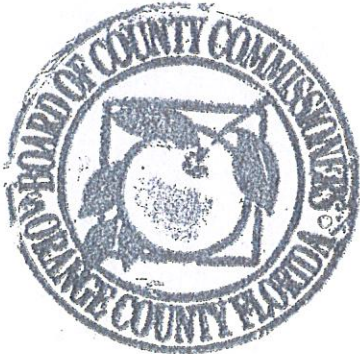
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Title: *Orange County Mayor* *SM*

Attest: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Kate Smith*
Deputy Clerk





SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

EXHIBIT A1 STATEMENT OF WORK ORANGE COUNTY, FLORIDA (COUNTY) STORMWATER TREATMENT PROJECTS

1.0 INTRODUCTION

The Lake Down Sub-basin 9 Project is within the Butler Chain of Lakes drainage basin and encompasses a 416-acre sub-basin which contributes 13.1% of the stormwater and baseflow phosphorus load to Lake Down (~138 lbs of TP/year) and 7.5 % of the total phosphorus (TP) inputs to the lake (2007 Butler Chain of Lakes Study, ERD Inc.)

The Lake Down Sub-basin 9 Project includes engineering design and construction of the project. The project includes the following elements: (a) Construction of a nutrient separating baffle box on Apopka-Vineland Road within the Orange County's right-of-way; and (b) restoration of 3.66 acres of the Windermere Ridge wetland (upgrade of existing weir, erosion control, wetland hydroperiod restoration and native plant enhancements).

The project is part of a series of projects approved by Orange County Environmental Protection Division (EPD) and the Windermere Water and Navigation Control District - Windermere MSTU (WWNCD) for Fiscal years 2013-2014 and 2014-2015, to reduce pollutant loadings within Lake Down and Lake Tibet. Currently, stormwater runoff discharges sediment-laden water directly into Lake Down and Tibet, without any means of abatement or treatment.

2.0 OBJECTIVE

The objective of the project is to reduce stormwater and base flow nutrient loadings coming from Sub-basin 9 into Lake Down through construction of a nutrient separating baffle box to capture the sediments and plant material that flows out of the wetland and the repair of the weir in the wetland, because it is essential to (a) restore the wetland hydro-period and (b) increase the wetland retention time to reduce the flow of pollutants and sediments into Lake Down.

3.0 SCOPE OF WORK

To complete the scope of work, the **COUNTY** has contracted with a contractor to provide the services and specific responsibilities set forth in this Statement of Work.

The **COUNTY** is responsible for project management, budget management and quality control, and is responsible for reviewing and approving deliverables to ensure that the project's objectives



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

are met. The **COUNTY** shall provide all signage identifying the project at the project location. Such signage shall include references to the **DISTRICT** as a source of funding for the project and shall incorporate the **DISTRICT** logo.

The Project will meet the regulatory requirements of all government agencies with permitting jurisdiction.

4.0 WORK BREAKDOWN STRUCTURE

The Project is located in the Lake Down Sub-basin 9 at the northeast area of the Butler Chain of Lakes and consists of engineering design, permits and construction of:

- Nutrient separating baffle box on Apopka-Vineland Road within the Orange County's right-of-way.
- Restoration of 3.66 acres of the Windermere Ridge wetland (upgrade of existing weir, erosion control, and native plant enhancements)

5.0 Deliverables:

At the end of each task, the **COUNTY** shall submit one (1) hard copy and one (1) electronic copy of the following:

1. Monthly progress reports due the 1st of day of each month.
2. Certified As-Built and Record Drawings, if applicable.
3. Transmittal Letter to the **DISTRICT** signifying **COUNTY** acceptance of the project.
4. Copies of invoices from contractors.
5. Final Invoice from **COUNTY** to the **DISTRICT**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

EXHIBIT B1 PAYMENT AND DELIVERABLES SCHEDULE ORANGE COUNTY, FLORIDA (COUNTY) STORMWATER TREATMENT PROJECTS

This is a cost-share project with funding coming from the DISTRICT and ORANGE COUNTY FLORIDA. Total payment by the DISTRICT shall not exceed the amount of \$115,000 for this cooperative agreement. The total project cost is estimated to be \$200,000. Invoices shall be accompanied by adequate documentation (see Attachment 1, made a part of this AGREEMENT) to demonstrate the completion of each task in accordance with the Statement of Work requirements and the COUNTY'S cost share within the not-to-exceed amounts specified below in accordance with Article 3 of the AGREEMENT. All deliverables submitted hereunder are subject to review and acceptance by the DISTRICT. Acceptability of all work will be based on the judgment of the DISTRICT that the work is technically complete and accurate.

The COUNTY is responsible for reviewing and approving deliverables to ensure that project objectives are met. The COUNTY is also responsible for project management, budget management, and quality control.

Task No.	Deliverable	Due Date	DISTRICT Not-to-Exceed Payment
Task 1	Submit monthly progress reports in the form of email due by the first of each month	1 st Day of each Month	N/A
Task 2	Engineering and permitting of Lake Down Sub-basin 9 Stormwater Treatment	September 30, 2015	\$20,000.00
Task 3	<ul style="list-style-type: none">Construction of a nutrient separating baffle box on Apopka-Vineland Road within the Orange County's right-of-wayRestoration of 3.66 acres of the Windermere Ridge wetland (upgrade of existing weir, erosion control, and native plant enhancements)	May 30, 2016	\$95,000.00
Not-to-Exceed Total Payment			\$115,000.00

The DISTRICT shall only be obligated to pay for documented actual expenditures within the not-to-exceed amount of \$115,000.00. In the event actual expenditures by the COUNTY are less than the not-to-exceed for a particular task, the COUNTY shall have the right to apply the unexpended balance towards a subsequent task. The COUNTY shall provide written notice of its decision to exercise this right. In no event shall the DISTRICT'S total obligation exceed \$115,000.00. The COUNTY is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

Attachment 1

Documentation Required for all Agreement Payments

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

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

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

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

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

In detail, invoices and the documentation accompanying invoices should include the following:

1. The beginning and end date of the work period being invoiced should be specified on all entity invoices. The invoice date and the date of services and deliverables provided should not precede the date that an agreement was executed unless specifically provided for in the agreement. Similarly, the end date of contracts and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a contract amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final payment.
2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.
3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.
 - a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the contract. Summary schedules should be supported by detailed records totaling the amounts on the summary schedule. The entity must maintain and

Attachment 1
Documentation Required for all Agreement Payments

provide upon request the relevant payroll register pages covering the period of service.

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