



Interoffice Memorandum

BCC Mtg. Date: May 10, 2016

April 25, 2016

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director Utilities Department

SUBJECT: BCC AGENDA ITEM – Consent Agenda May 10, 2016 BCC Meeting Amendment No. 1 to Cost Share Agreement #28087 between St. Johns River Water Management District and Orange County for the Malcolm Rd. Minimized Impact/Lower Floridan Wells Project Contact Person: Andres Salcedo, P. E., Assistant Director Utilities Department 407-254-9719

St. Johns River Water Management District (SJRWMD) and Orange County entered into Cost Share Agreement #28087 on May 14, 2015. Per this agreement, SJRWMD is providing \$495,000 in funding to Orange County for 33% of the cost of construction of three Lower Floridan wells, which are part of the Malcolm Road Minimized Impact Project.

The project involves construction of new Lower Floridan water supply wells at the planned Malcolm Road Water Supply Facility located in southwest Orange County. Due to a change in construction sequencing at the project site, an amendment to the agreement is needed to change the completion date from September 30, 2016 to March 29, 2017.

The existing agreement requires completion of specific project components prior to requesting any reimbursement. This amendment will provide for quarterly invoicing based on the completion percentage of specific tasks, as spelled out in the amended Statement of Work (Attachment A-1 to the amendment).

The Orange County Attorney's Office staff has reviewed the amendment and finds it acceptable. Utilities Department staff has reviewed the amendment and recommends approval.

Action Requested: Approval and execution of First Amendment to the Agreement Between the St. Johns River Water Management District and Orange County, D/B/A Orange County Utilities for Malcom Road Minimized Impact/Lower Floridan Wells Project Contract #28087 Amendment #1 by and between the Governing Board of the St. Johns River Water Management District and Orange County, Florida, a Charter County and Political Subdivision of the State of Florida D/B/A Orange County Utilities for the Malcolm Road Minimized Impact/Lower Floridan Wells Project, and delegation of authority to the County Administrator to approve scheduling or other administrative changes and execute any further minor amendments to the agreement which do not affect the total aggregate amount of the budget or intent of the project.

District 1.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND ORANGE COUNTY, D/B/A ORANGE COUNTY UTILITIES
FOR MALCOLM ROAD MINIMIZED IMPACT/LOWER FLORIDAN WELLS PROJECT**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177, and ORANGE COUNTY, FLORIDA, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA D/B/A/ ORANGE COUNTY UTILITIES ("Recipient"), whose address is 9150 Curry Ford Road, Orlando, Florida 32825, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 28087 on May 14, 2015, to provide funding for the Recipient's Malcolm Road Minimized Impact/ Lower Floridan Wells project ("Agreement").

The parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 1(a) TERM; WITHDRAWAL OF AGREEMENT: delete this paragraph and replace it with the following paragraph:
 - (a) The term of this Agreement is from May 14, 2015 ("Effective Date") until March 29, 2017 ("Completion Date"). Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.
2. Attachment A, STATEMENT OF WORK, is hereby modified as follows:
 - (a) The current Statement of Work is hereby deleted and replaced with the Revised Statement of Work attached hereto as Attachment A-1.
3. All other terms and conditions of the Agreement, including any subsequent amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

ORANGE COUNTY

By: *Dale R. Jenkins*
Ann B. Shortelle, Ph.D., Executive Director
(or designee) Dale R. Jenkins

By: *Ajit Lalchandani*
Ajit Lalchandani County Administrator

Typed Name and Title

Date: 6/6/16

Date: 5.10.16

Attachment:
Attachment A-1 – Revised Statement of Work

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**ATTACHMENT A-1 - STATEMENT OF WORK
ORANGE COUNTY
MALCOLM ROAD MINIMIZED IMPACT PROJECT
LOWER FLORIDAN WELLS, PHASE I**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in FY2015 to develop and implement resource and water supply development projects and promote conservation. Each project selected for funding will have a positive benefit to Minimum Flows and Levels (MFLs), water quantity, water quality, and/or natural systems and supports the District's Strategic Initiatives. Orange County (Recipient) has requested and been selected as a participant in this cost share program.

On June 10, 2014 the District's Governing Board approved funding for the Recipient's Malcolm Road Minimized Impact Project – Lower Floridan Wells, Phase I, Project for \$495,000 towards the estimated construction cost of \$1,500,000.00.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to construct lower Floridan aquifer (LFA) wells at the planned Malcolm Road Water Supply Facility (MRWSF). The quantity of water expected from this project is three million gallons per day (mgd). This will allow the Recipient to supply new residents while minimizing the impacts to surface water bodies, protecting Minimum Flows and Levels of lakes and springs in the area.

III. SCOPE OF WORK

Recipient is designing, permitting, and constructing a project that constructs LFA wells for water supply.

The Recipient shall ensure the responsibilities in the Project Administration section of the Statement of Work are completed.

IV. PROJECT ADMINISTRATION

The Recipient shall be responsible for performing the following:

- Complete and obtain final project design, construction plans, and specifications;
- Provide a copy of Recipient's executed construction contract documents to the District's Project Manager;
- Provide a copy of any subsequent change orders to the contract to the District's Project Manager;

- Obtain all required permits, including right of access to the project sites related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Submit timely invoices for actual construction costs in accordance with this cost share agreement to enable proper review by the District's Project Manager prior to payment authorization;
- Provide Project Progress Reports, Attachment B, quarterly to the District's Project Manager and the District's Budget Coordinator, Email address mlicourt@sjrwmd.com. Information shall include project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, projected costs versus actual cost to date, and other required information. If no work has been done within the quarter, Recipient must submit the quarterly progress report indicating "no progress to report."
- Provide certification of partial or completed construction for each reimbursement request by a Professional Engineer registered in the state of Florida; and
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

V. TIME FRAMES AND DELIVERABLES

The expiration date of this cost-share agreement is March 29, 2017. The projected schedule for the project construction is as follows:

Anticipated Construction Start Date:	August 2015
Construction Completion Date:	March 29, 2017

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Coordinator within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Coordinator is mlicourt@sjrwmd.com. The Recipient shall submit a final project report within 30 days of Final Completion and acceptance by Orange County Utilities detailing the project's accomplishments and any issues resolved during the course of the work.

VI. BUDGET/COST SCHEDULES

For satisfactory completion of the Project, the District shall pay Recipient approximately thirty-three percent (33%) of the actual construction cost of the Project estimated at \$1,500,000; but in no event shall the District's cost-share exceed \$495,000.00.

Recipient shall invoice the District quarterly with appropriate documentation. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount.

For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the district for project construction work beginning October 1, 2014.

The Project begins in the District's Fiscal Year (FY) 2014-2015; however, all reimbursements will be paid in FY 2015-2016 and FY 2016-2017. District FYs begin October 1 and end September 30.

Estimated Cost Schedule for Reimbursement of \$247,500 for FY 2015-16 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs).

Task	Task Description	Estimated Task Amounts	Estimated Reimbursement Amounts
1	Well 1 Construction	\$500,000.00	\$165,000.00
2	Well 2 Construction 50%	\$250,000.00	\$ 82,500.00

Estimated Cost Schedule for Reimbursement of \$247,500 for FY 2016-17 (all dollar amounts are approximate and may be reallocated between the tasks for the two FYs).

Task	Task Description	Estimated Task Amounts	Estimated Reimbursement Amount
2	Well 2 Construction 50%	\$250,000.00	\$ 82,500.00
3	Well 3 Construction	\$500,000.00	\$165,000.00

ATTACHMENT B

**St. Johns River Water Management District
Project Progress Report**

Date: _____
month/day/year

Report Number: _____

Contract/Project Identification

Project Name:	Malcolm Road Minimized Impact Project/Lower Floridan Wells		
Recipient:	Orange County		
SJRWMD Contract Number:	28087	SJRWMD Project Manager:	Carl Larrabee
		Recipient's Project Manager:	Karen Allen

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

Total Budget:	\$
Expended To-date:	\$
Expended This Period:	\$
Percent Budget Expended:	%

Duration

Planned Duration:		Weeks
Duration To-date:		Weeks
Duration This Period:		Weeks
Percent Duration Expended:		%

Tasks/Milestones/Deliverables Scheduled for this Reporting Period or Within the Next 60 days:

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.