



**Interoffice Memorandum**

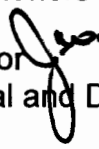
APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS


BCC Mtg. Date: Jun. 14, 2016

**AGENDA ITEM**

May 18, 2016

**TO:** Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

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

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

**SUBJECT:** June 14, 2016 – Consent Item  
South Florida Water Management District, Agreement No.  
4600003023 Amendment No. 2, Lake Down Sub-Basin 9 Baffle  
Box

The Environmental Protection Division (EPD) is requesting approval of Amendment No. 2 to the South Florida Water Management District Agreement No. 4600003023. Amendment No. 2 modifies the Statement of Work and extends the completion date for the project.

The Board of County Commissioners approved the original \$115,000 Agreement in June 2014. Amendment No. 1 revised the Statement of Work, revised the Payment and Deliverable Schedule and extended the period of performance of the Agreement.

Lake Down Sub-Basin 9 is a 416 acre sub-basin which contributes 13.1% (approximately 138 lbs.) of the stormwater and baseflow phosphorus load to Lake Down, and 7.5% of the total phosphorus inputs to the lake. The objective of this project is the construction and installation of a nutrient-separating baffle box within the County's right-of-way on Apopka-Vineland Road. The baffle box will reduce the nutrient loadings to the lake by removing sediments and plant material transported in the stormwater and baseflow. The baffle box is expected to provide treatment of 15.5% of the phosphorus loading.

Page Two

June 14, 2016—Consent Item

South Florida Water Management District, Agreement No. 4600003023 Amendment No. 2, Lake Down Sub-Basin 9 Baffle Box

This Agreement was reviewed by the County Attorney's Office and approved as to form.

**ACTION REQUESTED: Approval and execution of Amendment No. 2 to Agreement No. 4600003023 between the South Florida Water Management District and Orange County for the Lake Down Sub-Basin 9 Baffle Box to modify the Statement of Work and extend the period of performance. District 1**

JVW/LC: mg

Attachments



# **SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT**

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: Jun. 14, 2016

**4600003023-A2**

# **ORIGINAL**

## **AMENDMENT NO. 2**

**TO AGREEMENT NO. 4600003023**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**ORANGE COUNTY**

This **AMENDMENT NO. 2**, is entered into on \_\_\_\_\_, 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 Parties entered into an **AGREEMENT** wherein the **DISTRICT** would provide financial assistance to the **COUNTY** to construct stormwater systems to reduce pollutant loadings within Lakes Down and Tibet; and

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

WHEREAS, **AMENDMENT 1** revised the Statement of Work, revised the Payment and Deliverable Schedule and extended the period of performance; and

WHEREAS, the Parties wish to further amend the **AGREEMENT** in order to modify the Statement of Work and extend the period of performance;

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



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600003023-A2

**ORIGINAL**

**AMENDMENT NO. 2**

**TO AGREEMENT NO. 4600003023**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**ORANGE COUNTY**

This **AMENDMENT NO. 2**, is entered into on JUN 21 2016, 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 Parties entered into an **AGREEMENT** wherein the **DISTRICT** would provide financial assistance to the **COUNTY** to construct stormwater systems to reduce pollutant loadings within Lakes Down and Tibet; and

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

WHEREAS, **AMENDMENT 1** revised the Statement of Work, revised the Payment and Deliverable Schedule and extended the period of performance; and

WHEREAS, the Parties wish to further amend the **AGREEMENT** in order to modify the Statement of Work and extend the period of performance;

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



# SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

1. The term of the **AGREEMENT** is hereby extended by eight (8) months and the expiration date as amended is February 17, 2017. Regardless of the actual date of execution, this **AMENDMENT NO. 2** shall be effective as of June 3, 2016.
2. This **AMENDMENT NO. 2** shall be at no additional cost to the **DISTRICT**.
3. The Statement of Work, attached as Exhibit "A1" to the **AGREEMENT**, is revised in accordance with Exhibit "A2", attached hereto and made a part of this **AMENDMENT NO. 2**.
4. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B2", attached hereto and made a part of this **AMENDMENT NO. 2**.
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. 2** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

By: \_\_\_\_\_

*Dorothy A. Bradshaw*  
Dorothy A. Bradshaw, Director  
Administrative Services Division

SFWMD PROCUREMENT APPROVED

By: *Martha O. Haynie*  
DATE: *5-16-16* *mm*

**ORANGE COUNTY, FLORIDA**

By: **Board of County Commissioners**

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

*Craig A. Stopera*  
foi Deputy Clerk



**EXHIBIT A2  
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 construction of a nutrient separating baffle box on Apopka-Vineland Road within the Orange County's right-of-way.

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.

**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 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.

#### **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 1<sup>st</sup> 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**.

**EXHIBIT B2  
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.

<b>Task No.</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>DISTRICT Not-to-Exceed Payment</b>
<b>Task1</b>	Submit monthly progress reports in the form of email due by the first of each month	1 <sup>st</sup> Day of each Month	N/A
<b>Task 2</b>	Engineering and permitting of Lake Down Sub-basin 9 Stormwater Treatment	September 30, 2015	\$20,000.00
<b>Task 3</b>	Construction of a nutrient separating baffle box on Apopka-Vineland Road within the Orange County's right-of-way	March 30, 2017	\$95,000.00
<b>Not-to-Exceed Total Payment</b>			<b>\$115,000.00</b>

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.

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.

***In detail***, invoices and the documentation accompanying invoices for services under contracts which are not fixed price must 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.

**Attachment 1**  
**Documentation Required for all Agreement Payments**

- 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 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. The requirements above also apply to subcontractors.