

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Change Order for Contract Agreement #SE664AA Between the St. Johns River Water Management District and Seminole County for the Middle Basin Initiative: Little Econlockhatchee River Basin Evaluation and Lake Monroe Basin Watershed Plan Implementation

DEPARTMENT: Public Works **DIVISION:** Roads-Stormwater

AUTHORIZED BY: W. Gary Johnson **CONTACT:** MEF / psh **EXT.** 5569
W. Gary Johnson, P.E., Director Mark E. Flomerfelt, P.E., Division Manager

Agenda Date 02/22/05 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute a change order for Contract Agreement #SE664AA between the St. Johns River Water Management District (SJRWMD) and Seminole County to extend the date of completion to November 29, 2007.

District 1: Commissioner Dallari (Mark Flomerfelt)
District 5: Commissioner Carey (Mark Flomerfelt)

BACKGROUND:

This Agreement involves design and construction of several Regional Stormwater Facilities (retention ponds) to provide water quality treatment and flood reduction for the Little Econlockhatchee River Basin and Monroe Basin.

Delays in this work occurred due to numerous challenges, including project complexity, permitting and mitigation issues, and land acquisition. No parcels have been available for purchase for stormwater treatment in the Crane Strand area. The County is currently underway in the design of a small stormwater system on a parcel that is within County ownership and is located adjacent to the Crane Strand stream. Pollutant loading evaluations are also underway to identify the most beneficial and cost-effective alternative. The County has completed the Cameron Avenue Drainage Improvements and Water Quality Retrofit Project. There are three other retrofit projects that still need to be completed in the Lake Monroe Sub-basin. This project is funded by St. Johns River Water Management District and Legislative appropriations and managed by Seminole County.

Attachments: Change Order Agreements

Reviewed by:
Co Atty: SM
DFS: N/A
Other: _____
DCM: [Signature]
CM: [Signature]

File No. CPWS01



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

CHANGE ORDER

CONTRACT NUMBER: SE664AA

CONTRACT NAME: Middle Basin Initiative: Little Econlockhatchee River Basin Evaluation and Lake Monroe Basin Watershed Plan Implementation

DATE: Nov. 16, 2004 **Work Order No.** N/A **Change Order No.** 1

TO: Mark Flomerfelt, P.E.
Seminole County
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

FROM: Mary Brabham, Project Manager

PROJECT NAME: Middle St. Johns River Basin Little Econlockhatchee River and Lake Monroe Restoration Project

ACCOUNT NUMBER: 76-41-55-6330-8301-04007 and 76-41-55-6330-8301-04009

CHANGE ORDER IMPACTS: This time extension will not have any negative impacts on other projects. The District entered into a pass-through funding agreement with Seminole County on November 29, 2001 to provide funding assistance for projects to improve water quality and correct flooding problems associated with the Middle St. Johns River and Little Econlockhatchee River basins. Funding was provided as part of the Middle Basin Initiative.

JUSTIFICATION FOR EXTENSION: A time extension is needed for this contract to enable Seminole County to complete the retrofit projects in the Crane Strand watershed of the Little Econlockhatchee River Basin and in the Midway watershed of the Lake Monroe subbasin. The County has worked diligently in both basins to accomplish the work planned by this Agreement, however, time delays due to project complexity, permitting and mitigation issues, and land acquisition problems have impeded progress. The County has been looking for parcels to acquire for stormwater treatment in the Crane Strand area, but no parcels have been available for purchase. Therefore, the County is currently underway in the design of a small stormwater system on a parcel that is already within County ownership and is located adjacent to the Crane Strand stream. Pollutant loading evaluations are also underway to identify the most beneficial and cost-effective alternative. The County has completed the Cameron Avenue Drainage Improvements and Water Quality Retrofit Project. There are three other retrofit projects that still need to be completed in the Lake Monroe subbasin. Staff recommends granting the County a three-year no cost time extension in order to complete all of the projects identified under the Agreement. Revisions to the Little Econlockhatchee River Basin - Crane Strand Retrofit Project are included in Exhibit "A-1," attached hereto.

GOVERNING BOARD

Ometrias D. Long, CHAIRMAN
APOPKA

David G. Graham, VICE CHAIRMAN
JACKSONVILLE

R. Clay Albright, SECRETARY
OCALA

Duane Ottenstroer, TREASURER
JACKSONVILLE

W. Michael Branch
FERNANDINA BEACH

John G. Sowinski
ORLANDO

William Kerr
MELBOURNE BEACH

Ann T. Moore
BLANELL

Susan N. Hughes
JACKSONVILLE



St. Johns River Water Management District

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

SCHEDULE/WORK ORDER AMOUNT IMPACTS:

Extend the completion date from November 29, 2004 to November 29, 2007 (impact on schedule: 1095 days)

The completion date of _____ will not be affected by this change order.

The amount will not be affected by this change order.

Approved:
Kirby B. Green III, Executive Director

Original Amount..... \$ 1,750,000.00
Total Additions / Deductions..... \$ 0.00
Revised Amount..... \$ 1,750,000.00

Date: 11/22/04

Acknowledged:
Seminole County

Date: 4/29/04

Mark E. Flomerfelt, P.E.
Roads-Stormwater Division Manager

GOVERNING BOARD

Ometrias D. Long, CHAIRMAN
APOPKA
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John G. Sowinski
ORLANDO
William Kerr
MELBOURNE BEACH
Ann T. Moore
SUNNELL
Susan N. Hughes
JACKSONVILLE

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: _____
Carlton Henley, Chairman
Board of County Commissioners

Date: _____

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.

As authorized for execution by the Board of
County Commissioners at their
_____, 2005 regular meeting

County Attorney

Date

Change Order for Contract Agreement #SE664AA Between the St. Johns River Water
Management District and Seminole County for Middle Basin Initiative: Little Econlockhatchee
River Basin Evaluation and Lake Monroe Basin Watershed Plan Implementation

EXHIBIT “A-1” – REVISED SCOPE OF WORK
THE MIDDLE BASIN INITIATIVE
LITTLE ECONLOCKHATCHEE RIVER BASIN EVALUATION
AND LAKE MONROE BASIN WATERSHED PLAN IMPLEMENTATION

I. LITTLE ECONLOCKHATCHEE RIVER BASIN EVALUATION

Section: Introduction

Seminole and Orange Counties have each completed a comprehensive water quality and flood remediation plan – the Little Econlockhatchee Basin Evaluation – for the highly urbanized Little Econlockhatchee River watershed. Work on stormwater retrofit projects has been underway by the District and the local governments since the initiation of Little Econlockhatchee River master planning efforts by the counties. The master plans have required extra time to be completed due to the complexity of issues in the Little Econlockhatchee basin. The plan includes recommendations for projects that will address the chronic water quality and flooding problems within this watershed. This funding will be applied to the implementation of the projects recommended in the Little Econlockhatchee River Surface Water Management Plans. The highly developed state of this watershed have caused land to be limited, and where available very expensive, which has complicated and delayed the retrofit activities in this area.

.....
Project A: East Orlando/Azalea Park Regional Stormwater Facility/Orange County

Note: Project “A” will be accomplished by Orange County under Contract #SE665AA. All remaining work will be accomplished by Seminole County under this contract. Orange County’s project appears in this scope of work for continuity purposes only as part of the overall restoration effort by both Orange and Seminole counties.

Project B: Crane Strand System Retrofit/Seminole County

Section 2B: Project Description

The Crane Strand System Stormwater Retrofit Project is located within Seminole County, in the Little Econlockhatchee River watershed of the Econlockhatchee River and Middle St. Johns River basins. The Crane Strand system has been identified in the master planning effort to be in need of water quality and flood attenuation improvements. The Crane Strand system, along with the Little Econlockhatchee and the Econlockhatchee Rivers are all specifically listed as 303d impaired water bodies. This contract serves to provide technical and funding support to Seminole County in the implementation of stormwater retrofit projects in the Little Econlockhatchee River watershed. During the master planning process, Seminole County began to pursue acquisition of property for the construction of regional stormwater treatment systems, although the County was not successful in the acquisition of any of the properties sought. Condemnation is not standard practice for stormwater projects, so this was not an option. The County has proceeded in their stormwater retrofit planning for a parcel that is already owned by the County.

The objective of this project is the construction of a cost-effective and feasible stormwater retrofit project for water quality enhancement of the Little Econlockhatchee River’s Crane Strand

watershed. Design, pollutant load analyses, and permitting are being performed under a separate contract. Funding through this agreement (SE664AA) will provide reimbursement only for construction and construction related activities.

Section 3B: Project Tasks

1. Design is not included in this contract
2. Construction Phase – Upon completion of final design and issuance of necessary permits, the County will process the advertisement for bid and select a contractor consistent with CCNA processes. Once the bid process is complete and contracts are executed, construction will commence on the project. Construction activities will be the responsibility of the County. Funding in this contract will be reimbursed to the County for construction and construction related activities.

Section 4B: Project Budget

\$750,000.00

II. LAKE MONROE BASIN WATERSHED PLAN IMPLEMENTATION

This section remains the same as included in the original Scope of Work with the exception of the project enhancement and internal budget changes that were handled via District Supplemental Instructions #1 (October 29, 2004).

AGREEMENT BETWEEN

THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

AND SEMINOLE COUNTY FOR THE

LITTLE ECONLOCKHATCHEE RIVER - CRANE STRAND

SYSTEM RETROFIT PROJECT & STORMWATER PARK

CERTIFIED COPY
RYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
Ryanne Morse
DEPUTY CLERK

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("DISTRICT"), whose address is Post Office Box 1429, Palatka, Florida 32178-1429, and SEMINOLE COUNTY ("COUNTY"), whose address is 520 West lake Mary Boulevard, Suite #200, Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, DISTRICT is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass Little Econlockhatchee River; and

WHEREAS, DISTRICT has determined that its needs will be best served by entering into an AGREEMENT for services that can be provided by COUNTY.

NOW THEREFORE, in consideration of the payments here specified and which DISTRICT agrees to make, COUNTY agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for the Little Econlockhatchee River - Crane Strand System Retrofit Project & Stormwater Park, Contract #SD641AA. COUNTY agrees to complete the Work in conformity with the Contract Documents and all attachments as defined herein and on file at the St. Johns River Water Management District. The Contract Documents consist of the following items, including all modifications thereof incorporated in the Documents before their execution: AGREEMENT; EXHIBIT "A" - Scope of Work; and all attachments hereto. All attachments and Contract documents are part of this AGREEMENT as fully and with the same effect as if they had been set forth at length in the body of this AGREEMENT.

ARTICLE I - SCOPE OF WORK

All Work will be performed in accordance with EXHIBIT "A", SCOPE OF WORK, entitled, "Little Econlockhatchee River Basin Improvements," attached hereto and by reference made a part of this AGREEMENT.

ARTICLE II - SCHEDULE OF WORK AND EFFECTIVE DATE

- A. The effective date of this AGREEMENT shall be this 13th day of June, 2000.
- B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use within twelve (12) months of the

Effective Date of the AGREEMENT, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence.

ARTICLE III - TERM

This AGREEMENT shall expire at 12:00 midnight on the sixtieth day after the completion of the Work in accordance with the date established under ARTICLE II above.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the AGREEMENT is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat. (1999).
- B. If COUNTY fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, DISTRICT may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with its provisions.
- C. Each party shall also acquire and maintain throughout the term of this AGREEMENT such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.
- D. COUNTY hereby certifies to DISTRICT that the Work to be performed pursuant to this AGREEMENT does not and will not infringe on any patent rights.

ARTICLE V - RESPONSIBILITIES OF COUNTY

- A. COUNTY's Project Manager shall be Mark Flomerfelt or his designee.
- B. COUNTY shall follow the verbal and written direction of DISTRICT's Project Manager assigned to the work. All work authorized may be stopped by DISTRICT's Project Manager at any point, which shall not result in loss of payment to COUNTY for services performed up to the time the Work has ceased in accordance with this Contract. If COUNTY fails to perform under terms of this Contract, DISTRICT may elect to have COUNTY cease work until corrections are made at no additional cost to DISTRICT and with no allowance for extension of time or to terminate if COUNTY fails or refuses to comply with the terms of this AGREEMENT.
- C. COUNTY certifies it is an independent contractor and not DISTRICT's employee, nor are any of COUNTY's employees performing work under this AGREEMENT, DISTRICT employees.

ARTICLE VI - RESPONSIBILITIES OF DISTRICT

- A. DISTRICT's Executive Director designates Mary Brabham as Project Manager for purposes of directing COUNTY and maintaining coordination and review of the work. The Project Manager shall have sole and complete responsibility to transmit instructions, receive information, approve invoices, interpret and communicate DISTRICT policies and decisions with respect to all matters pertinent to COUNTY's services. The Project Manager and, as appropriate, other DISTRICT employees shall meet with COUNTY as necessary to provide decisions for the duration of the Work, as well as to review and comment on interim reports. No actions outside the Scope of Work shall be initiated by COUNTY without prior written authorization of the project manager; however emergency situations requiring action within less than twenty-four (24) hours may be granted verbally by the Project Manager and followed up in writing within seventy-two (72) hours.
- B. DISTRICT shall be available to COUNTY to respond to questions regarding the project.
- C. As is further specified in this AGREEMENT, DISTRICT shall provide timely reviews of any and all invoices and deliverables related to this AGREEMENT submitted by COUNTY.
- D. Upon the satisfactory completion of the Work, DISTRICT will provide a written statement to COUNTY accepting all deliverables.

ARTICLE VII - DELIVERABLES

- A. **Deliverables:** COUNTY shall deliver all services, products, and deliverables as stated in the Contract.
- B. **REPORTS:** COUNTY shall submit quarterly reports to DISTRICT's Project Manager in a form approved by the Project Manager. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with DISTRICT's standard software products. DISTRICT's standard office automation products include the Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT). Other formats may be accepted, if mutually agreed upon by DISTRICT's Project Manager and Chief Information Officer.

ARTICLE VIII - COMPENSATION

- A. **Amount of Funding:** For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY a sum in the amount not to exceed \$250,000.
- B. **Invoicing Procedure:** All invoices shall reference the Contract Number provided on the first page of this AGREEMENT and shall be submitted to Director, Division of Financial Management, P. O. Box 1429, Palatka, Florida, 32178-1429. COUNTY shall submit itemized quarterly invoices based upon the actual work performed and shall bill as per the

Project Budget included in EXHIBIT "A." Invoices which do not correspond to the Project Budget will be returned to COUNTY without action.

- C. **Payments:** DISTRICT shall pay COUNTY one hundred percent (100%) of each approved invoice within thirty (30) days of presentation. Payments due and unpaid under this AGREEMENT shall not bear interest.
- D. **Release:** COUNTY agrees that acceptance of the payment, shall be considered as a release in full of all claims against DISTRICT or any of its members, agents, and employees, arising out of, or by reason of, the Work done and materials furnished under this AGREEMENT. Prior to, or in conjunction with final payment, DISTRICT shall review and determine that COUNTY has fully and satisfactorily completed the required Work under this AGREEMENT. If DISTRICT determines that COUNTY has complied with the terms and conditions of this AGREEMENT, then acceptance of final payment by COUNTY shall be considered as a release in full of all claims by DISTRICT against COUNTY, or any of its members, agents and employees, arising out of, or by any reason of, the Work to be done and materials furnished under this AGREEMENT.

ARTICLE IX - OWNERSHIP OF DOCUMENTS

- A. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to this AGREEMENT shall be vested in DISTRICT and COUNTY. COUNTY shall include language in all subcontracts which clearly indicates that Ownership and Copyright to all materials produced pursuant to this AGREEMENT shall remain with DISTRICT and COUNTY.
- B. Any source documents or any other documents or materials developed, secured or used in the performance of this contract shall be considered property of DISTRICT and shall be safeguarded by COUNTY. The original documents or materials, excluding proprietary materials, shall be provided to DISTRICT upon the expiration or termination of the contract, as outlined in the scope of work, or upon request of DISTRICT.

ARTICLE X - SUBCONTRACTING

- A. COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without the written consent of DISTRICT. When applicable, and upon receipt of such consent in writing, COUNTY shall cause the names of the firms responsible for such portions of the work to appear on the work.
- B. COUNTY agrees to notify DISTRICT of all subcontracts no less than ten (10) calendar days prior to the effective date of the subcontracts for the purpose of approval. COUNTY agrees to provide DISTRICT with an executed copy of all subcontracts within ten (10) calendar days after the effective date of the subcontract.
- C. COUNTY agrees to be responsible for the fulfillment of all work elements included in the subcontracts and agrees to be responsible for the payment of all monies due under any

subcontract and hold DISTRICT harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. Nothing in this AGREEMENT shall create any contractual relationship between any subcontractor and DISTRICT.

ARTICLE XI - CHANGES IN SERVICE REQUIREMENTS

DISTRICT and COUNTY may at any time, by mutual written agreement in the form of an amendment to this AGREEMENT, make changes within the general scope of this AGREEMENT in the services or work to be provided. Neither party to this AGREEMENT shall unreasonably withhold consent to any written amendment to this AGREEMENT.

ARTICLE XII - INTEREST OF COUNTY

Unless otherwise declared in an addendum, COUNTY certifies that no officer, agent, or employee of DISTRICT has any material interest (as defined in Chapter 112, Fla. Stat., as amended) either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person shall have any such interest at any time during the term of this AGREEMENT.

ARTICLE XIII - CANCELLATION

Each party to this AGREEMENT reserves the right to unilaterally cancel this AGREEMENT for refusal by the other party to allow public access to all documents, papers, letters, or other material related to this AGREEMENT and subject to the provisions of Chapter 119, Fla. Stat., as amended.

ARTICLE XIV - ASSIGNMENT

COUNTY shall not assign the Contract or sublet it as a whole without the written consent of DISTRICT nor shall COUNTY assign any moneys due or to become due to it hereunder, without the previous written consent of DISTRICT.

ARTICLE XV - AUDIT: ACCESS TO RECORDS

- A. COUNTY agrees that DISTRICT or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this AGREEMENT, have access to examine any of COUNTY's books, documents, papers, and records involving transactions related to this AGREEMENT. COUNTY agrees that payment(s) made under this AGREEMENT shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.
- B. COUNTY shall refund by check, payable to DISTRICT, the amount of any reduction of payments. All required records shall be maintained until an audit has been completed

and all questions arising from it are resolved or until three (3) years after completion of the Work and submission of a final invoice, whichever is sooner. COUNTY will provide proper facilities for access to and inspection of all required records.

ARTICLE XVI - CIVIL RIGHTS

Pursuant to Chapter 760, Fla. Stat., COUNTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap or marital status.

ARTICLE XVII - CONFLICTING EMPLOYMENT

COUNTY agrees that at the time of execution of this Contract it has no retainer or employment AGREEMENT, oral or written, with any third party relating to any matters which adversely affect any interest or position of DISTRICT. COUNTY shall not accept during the terms of this Contract any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of DISTRICT.

Notwithstanding the foregoing paragraph, COUNTY may accept retainers from or be employed by third parties whose interests appear conflicting or inconsistent with those of DISTRICT if, after full written disclosure of the facts to DISTRICT, DISTRICT determines that the apparent conflict shall not interfere with the performance of the Work by COUNTY.

ARTICLE XVIII - NON-LOBBYING

Pursuant to Section 216.347, Fla. Stat., COUNTY hereby agrees that monies received from DISTRICT on this Contract will not be used for the purpose of lobbying the Legislature or any other state agency.

ARTICLE XIX - TERMINATIONS

- A. Termination for Default: This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity for consultation with the other party prior to termination.
- B. Termination for Convenience: This AGREEMENT may be terminated in whole or in part in writing by either party provided that the other party is given: (1) not less than thirty (30) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.

- C. If termination for COUNTY's default is effected by DISTRICT, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for unperformed services, and (2) any payment due to COUNTY at the time of termination shall be adjusted to cover any additional costs to DISTRICT because of COUNTY's default. If termination for DISTRICT's default is effected by COUNTY, or if termination for convenience is effected by DISTRICT, the equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by COUNTY up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, COUNTY shall:
 - (1) Promptly discontinue all affected work (unless the notice directs otherwise), and
 - (2) deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNTY in performing this AGREEMENT, whether completed or in process.
- E. Upon termination under Paragraphs "A" or "B" above, DISTRICT may take over the work or may award another party a contract to complete the work.
- F. If, after termination for failure of COUNTY to fulfill contractual obligations, it is determined that COUNTY had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of DISTRICT. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE XX - GOVERNING LAW

This AGREEMENT shall be construed and interpreted according to the laws of the State of Florida.

ARTICLE XXI - CONSTRUCTION OF AGREEMENT

This AGREEMENT shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, DISTRICT and COUNTY, have contributed substantially and materially to the preparation hereof.

ARTICLE XXII - ENTIRE AGREEMENT

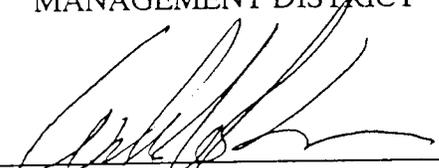
This AGREEMENT upon execution by COUNTY and DISTRICT, and the contract documents constitute the entire Agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this AGREEMENT. COUNTY agrees that no representations have been made by DISTRICT to induce COUNTY to enter into this AGREEMENT other than as expressly stated by this

AGREEMENT. This AGREEMENT cannot be changed orally, nor by any means other than written amendments referencing this AGREEMENT and signed by all parties.

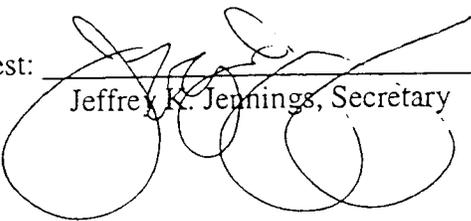
IN WITNESS WHEREOF, the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT has caused this contract to be executed in its name by its Chairman, attested to by its Secretary; and the SEMINOLE COUNTY has caused this contract to be executed in its name by its duly authorized representatives, and, if appropriate, has caused its seal to be attached, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: 
- William W. Kerr, Chairman

By: _____
Typed Name and Title

Attest: 
Jeffrey K. Jennings, Secretary

Attest: _____
Typed Name and Title
(SEAL)

APPROVED BY THE OFFICE OF GENERAL COUNSEL


John W. Williams, Deputy General Counsel
St. Johns River Water Management District

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole, Florida

By: 
CARLTON HENLEY, Chairman

Date: 6/13/00

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.

As authorized for execution by the Board of
County Commissioners at their
June 13, 2000 regular meeting


Henry Brown, Assistant County Attorney

Date
SRWMA / Sen Co / Little
Ecov - Crane Island Sup. Reloat

**EXHIBIT "A" - LITTLE ECONLOCKHATCHEE RIVER -
CRANE STRAND SYSTEM RETROFIT PROJECT & STORMWATER PARK**

The proposed project consists of a regional stormwater facility retrofitting approximately 365 acres of the Crane Strand canal system by providing stormwater treatment and flow attenuation. The Crane Strand canal system provides drainage for developments in both Orange and Seminole County prior to discharging to the Little Econlockhatchee River. This system/sub-basin experiences flooding problems affecting several residential and commercial developments. Most of the developments within the system/sub-basin are older and do not provide any stormwater treatment. Poor water quality within this sub-basin has been documented by two sources; 1) the Local Government Water Resource Atlas (SJRWMD 1996), which presented results from the Florida Department of Environmental Protection 305 (b) report (FDEP, 1994) and 2) a study sponsored by Orange County, which indicates that the Crane Strand system is the third highest contributor of pollutants to the Little Econlockhatchee River of all major sub-basins (Environmental Research & Design, 1994).

The proposed project, as preliminarily identified in the Engineering Study and Drainage Inventory for the Little Econlockhatchee River Basin (Draft Report, SAI, 2000), entails the extension of the Crane Strand canal system to redirect stormwater towards a new stormwater facility. The treatment facility will consist of an offline wet detention system with a littoral zone and bleeddown of the treatment volume back into the Crane Strand canal system. Flows in and out of the proposed facility will be regulated via a control structure. The design of the project will incorporate a stormwater park concept involving educational trails detailing best management practices used, watershed information, vegetation and other pertinent area information, etc.

Due to the magnitude of the project, two distinct phases are recommended; Phase 1 – Feasibility Analysis and Conceptual Design and 2) Final Design and Construction Document Preparation. The first phase will involve the development of a detailed conceptual plan outlining among other issues, the acreage required for the facility, available parcels, land acquisition services/recommendations, survey services, preliminary site layout, permitting requirements and environmental concerns, elements of the stormwater park, etc. The second phase will involve final plan development, permitting, and preparation of construction documents.

BUDGET

Additional Engineering Modeling	\$ 25,000
Land Acquisition Purchase and/or Design and Feasibility Study.....	\$ <u>225,000</u>
TOTAL.....	\$ <u>250,000</u>

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR
THE LITTLE ECONLOCKHATCHEE RIVER - CRANE STRAND
SYSTEM RETROFIT PROJECT & STORMWATER PARK**

THIS AMENDMENT is entered into this 26th day of September, 2001, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("DISTRICT"), and SEMINOLE COUNTY ("COUNTY"), whose address is 520 West Lake Mary Boulevard, Suite #200, Sanford, Florida 32773.

WHEREAS, DISTRICT and COUNTY entered into an Agreement on June 13, 2000, for a pollution abatement and flow attenuation facility treating stormwater and reducing flood levels in the basin make improvements to the water quality and restoration of the banks along the Little Wekiva River.

WHEREAS, DISTRICT and COUNTY desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, DISTRICT and COUNTY hereby agree to the following amendments:

1. **ARTICLE II - SCHEDULE OF WORK AND EFFECTIVE DATE:** Revise Paragraph "B" to read as follows:

"B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use by not later than June 30, 2002, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence."

2. **ARTICLE VIII - COMPENSATION:** Revise Paragraph "A" to read as follows:

"A. Amount of Funding: For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY a sum in the amount not to exceed \$500,000 (Agreement Year 1: \$250,000; Agreement Year 2: \$250,000)."

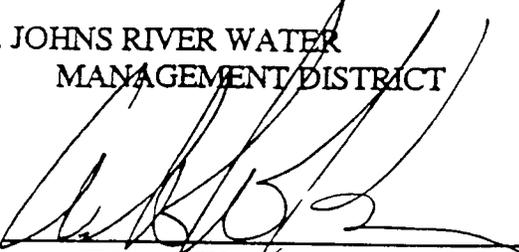
3. Delete Exhibit "A" - Scope of Work in its entirety and replace it with the attached Exhibit "A" - Revised Scope of Work.

DISTRICT and COUNTY agree that all other terms and conditions of the original Agreement 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 above.

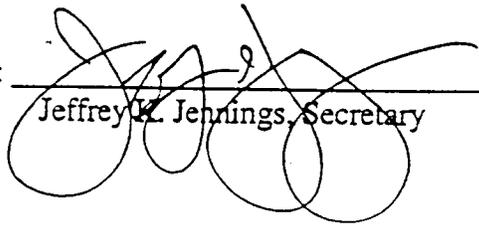
ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: 
William W. Kerr, Chairman

By: _____

Typed Name and Title

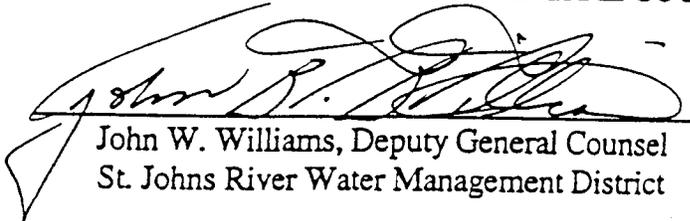
Attest: 
Jeffrey K. Jennings, Secretary

Attest: _____

Typed Name and Title

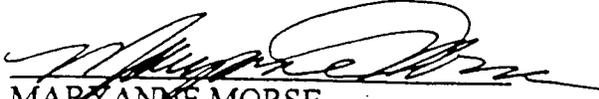
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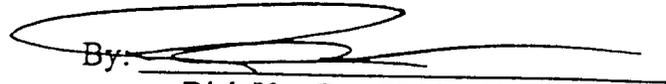
APPROVED BY THE OFFICE OF GENERAL COUNSEL


John W. Williams, Deputy General Counsel
St. Johns River Water Management District

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole, Florida

By: 
Dick Van Der Weide, Chairman

Date: 7.30.2001

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency

As authorized for execution by the Board of
County Commissioners at their
July 24, 2001 regular meeting


Howard Bernstein, Assistant County Attorney

Date
1st Amendment / Agent
SSR WMD / SC Little
Ecov - Cranestrad System
Proj + Stormwater Park

**REVISED EXHIBIT "A" - LITTLE ECONLOCKHATCHEE RIVER -
CRANE STRAND SYSTEM RETROFIT PROJECT & STORMWATER PARK**

I. BACKGROUND

The Little Econlockhatchee River Basin has become heavily urbanized as the Greater Orlando area prospered over the years. Some of the development occurred prior to the current stormwater retention and detention requirements and the Little Econlockhatchee Basin has experienced water quality deterioration and flooding impacts. Both Orange and Seminole counties have contracted with a consultant to perform a basin-wide evaluation to include a system inventory, floodplain revisions, identification of system deficiencies, and recommendations for retrofit activities addressing flooding and water quality concerns with both local and regionally significant corrective alternatives. A project that has been identified in the master planning effort for this basin is the regional stormwater system identified as the Crane Strand System Retrofit and Stormwater Park.

II. INTRODUCTION

The proposed project consists of a regional stormwater facility retrofitting approximately 365 acres of the Crane Strand canal system by providing stormwater treatment and flow attenuation. The Crane Strand canal system provides drainage for developments in both Orange and Seminole County prior to discharging to the Little Econlockhatchee River. Most of the developments within the system/sub-basin are older and do not provide any stormwater treatment. Poor water quality within this sub-basin has been documented by two sources; 1) the Local Government Water Resource Atlas (SJRWMD 1996), which presented results from the Florida Department of Environmental Protection 305 (b) report (DEP, 1994) and 2) a study sponsored by Orange County, which indicates that the Crane Strand system is the third highest contributor of pollutants to the Little Econlockhatchee River of all major sub-basins (ERD, 1994). In addition, this system/sub-basin experiences flooding problems affecting several residential and commercial developments.

The proposed project, as preliminarily identified in the Engineering Study and Drainage Inventory for the Little Econlockhatchee River Basin (Report, SAI, 2000), entails the extension of the Crane Strand canal system to redirect stormwater towards a new stormwater facility. The treatment facility will consist of an offline wet detention system with a littoral zone and bleeddown of the treatment volume back into the Crane Strand canal system. Flows in and out of the proposed facility will be regulated via a control structure. The design of the project will incorporate a stormwater park concept involving educational trails detailing best management practices used, watershed information, vegetation and other pertinent area information, etc.

III. TASKS

Due to the magnitude of the project, two distinct phases are recommended; Phase I - Feasibility Analysis and Conceptual Design and 2) Final Design and Construction Document Preparation. The first phase will involve the development of a detailed conceptual plan outlining among other issues, the acreage required for the facility, available parcels, land acquisition services/recommendations, survey services, preliminary site layout, permitting requirements and environmental concerns, elements of the stormwater park, etc. The second phase will involve final plan development, permitting, and preparation of construction documents.

IV. TIMELINE/DELIVERABLES

Completion of the Preliminary Master Plan.....December 2000
Land Acquisition effortAugust 2000 through closing
Feasibility Analysis and Conceptual Design.....April 2001
Final Design and Construction Document Preparation..... October 2001
Invoicing accompanied by Status Report.....as frequently as monthly or as periodic as quarterly

V. BUDGET

Additional Engineering Modeling..... \$ 25,000
Land Acquisition Purchase and/or Design and Feasibility Study \$ 475,000
TOTAL..... \$ 500,000

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR
THE LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND
SYSTEM RETROFIT PROJECT & STORMWATER PARK**

THIS AMENDMENT is entered into this _____ day of _____, 2002, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("DISTRICT"), and SEMINOLE COUNTY ("COUNTY"), whose address is 520 West Lake Mary Boulevard, Suite #200, Sanford, Florida 32773.

WHEREAS, DISTRICT and COUNTY entered into an Agreement on June 13, 2000, for a pollution abatement and flow attenuation facility treating stormwater and reducing flood levels in the Little Econlockhatchee River Basin.

WHEREAS, DISTRICT and COUNTY amended the AGREEMENT on September 26, 2001; and

WHEREAS, DISTRICT and COUNTY desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, DISTRICT and COUNTY hereby agree to the following amendments:

1. **ARTICLE II – SCHEDULE OF WORK AND EFFECTIVE DATE:** Revise Paragraph "B" to read as follows:

"B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use by not later than June 30, 2003, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence."
2. **ARTICLE VIII – COMPENSATION:** Revise Paragraph "A" to read as follows:

"A. **Amount of Funding:** For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY a sum in the amount not to exceed \$750,000 (Agreement Year 1: \$250,000; Agreement Year 2: \$250,000; Agreement Year 3: \$250,000).

B. **Invoicing Procedure:** All invoices shall reference the Contract Number provided on the first page of this AGREEMENT and shall be submitted to Director, Division of Financial Management, P. O. Box 1429, Palatka, Florida, 32178-1429. COUNTY shall submit itemized quarterly invoices based upon the actual work

performed and shall bill as per the Project Budget included in EXHIBIT "A." Invoices which do not correspond to the Project Budget will be returned to COUNTY without action. Each invoice shall be submitted in detail sufficient for a proper pre-audit and post-audit review and shall comply with the document requirements described in Comptroller Memorandum, dated October 7, 1997, attached hereto and made a part hereof as EXHIBIT "B" to this AMENDMENT.

- 3. Delete Exhibit "A" – Revised Scope of Work in its entirety and replace it with the attached Exhibit "A" – Revised Scope of Work (May 2002).

DISTRICT and COUNTY agree that all other terms and conditions of the original Agreement 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 above.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Duane L. Ottenstroer, Chairman

By: _____

Typed Name and Title

Attest: _____
Robert Clay Albright, Secretary

Attest: _____

Typed Name and Title

APPROVED BY THE OFFICE OF GENERAL COUNSEL

John W. Williams, Deputy General Counsel
St. Johns River Water Management District

EXHIBIT "A" – REVISED SCOPE OF WORK
LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND
SYSTEM RETROFIT PROJECT & STORMWATER PARK (MAY 2002)

I. BACKGROUND

The Little Econlockhatchee River Basin has become heavily urbanized as the Greater Orlando area has grown over the years. Some of the development occurred prior to the current stormwater retention and detention requirements and the Little Econlockhatchee Basin has experienced water quality deterioration and flooding impacts. Orange and Seminole counties have completed a basin-wide evaluation to include a system inventory, floodplain revisions, identification of system deficiencies, and recommendations for retrofit activities addressing flooding and water quality concerns with both local and regionally significant corrective alternatives. A project that has been identified in the master planning effort for this basin is the regional stormwater system identified as the Crane Strand System Retrofit.

II. Introduction

The proposed project consists of a regional stormwater facility retrofitting approximately 365 acres of the Crane Strand canal system by providing stormwater treatment and flow attenuation. The Crane Strand canal system provides drainage for developments in both Orange and Seminole County prior to discharging to the Little Econlockhatchee River. Most of the developments within the system/sub-basin are older and do not provide any stormwater treatment. Poor water quality within this sub-basin has been documented by two sources; 1) the Local Government Water Resource Atlas (SJRWMD 1996), which presented results from the Florida Department of Environmental Protection 305 (b) report (DEP, 1994) and 2) a study sponsored by Orange County, which indicates that the Crane Strand system is the third highest contributor of pollutants to the Little Econlockhatchee River of all major sub-basins (ERD, 1994). In addition, this system/sub-basin experiences flooding problems affecting several residential and commercial developments.

The proposed project entails the extension of the Crane Strand canal system to redirect stormwater towards a new stormwater facility. The treatment facility will consist of an offline wet detention system with a littoral zone and bleed down of the treatment volume back into the Crane Strand canal system. Flows in and out of the proposed facility will be regulated via a control structure. Originally, the design of the project considered incorporation of a stormwater park concept, although limitations of available land for the project have eliminated this from consideration.

III. TASKS

Due to the magnitude of the project, two distinct phases are recommended; Phase I - Feasibility Analysis and Conceptual Design and 2) Final Design and Construction Document Preparation.

The first phase will involve the development of a detailed conceptual plan outlining among other issues, the acreage required for the facility, available parcels, land acquisition services/recommendations, survey services, preliminary site layout, permitting requirements and environmental concerns, elements of the stormwater park, etc. The second phase will involve final plan development, permitting, and preparation of construction documents.

IV. TIMELINE/DELIVERABLES

Completion of the Preliminary Master Plan..... December 2000
Land Acquisition effort August 2000 through closing
Feasibility Analysis and Conceptual Design..... April 2001
Final Design and Construction Document Preparation/pending land acquisition April 2002
Invoicing accompanied by Status Report..... as frequently as monthly or as periodic as quarterly

V. - BUDGET

Additional Engineering Modeling..... \$ 25,000
Land Acquisition Purchase and/or Design and Feasibility Study \$ 725,000
TOTAL..... \$ 750,000

EXHIBIT "B"

**Comptroller Contract Payment Requirements
Department of Banking and Finance, Bureau of Auditing Manual (10/07/97)
*Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating 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 should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. 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.
- (2) 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 benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, 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, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR
THE LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND
SYSTEM RETROFIT PROJECT & STORMWATER PARK**

THIS AMENDMENT is entered into this 4th day of March, 2003, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("DISTRICT"), and SEMINOLE COUNTY ("COUNTY"), whose address is 520 West Lake Mary Boulevard, Suite #200, Sanford, Florida 32773.

WHEREAS, DISTRICT and COUNTY entered into an Agreement on June 13, 2000, for a pollution abatement and flow attenuation facility treating stormwater and reducing flood levels in the Little Econlockhatchee River Basin and amended the Agreement on September 26, 2001 (Amendment #1) and October 7, 2002 (Amendment #2); and

WHEREAS, DISTRICT and COUNTY desire to further modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, DISTRICT and COUNTY hereby agree to the following amendments:

1. **ARTICLE II – SCHEDULE OF WORK AND EFFECTIVE DATE:** Revise Paragraph "B" to read as follows:
 - "B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use by not later than June 30, 2005, unless the date is extended by mutual agreement of the parties hereto. For the purposes of this AGREEMENT, initiating the COUNTY's process of developing a scope of work for a contractor or initiating the process for selecting a contractor shall be considered as commencing work. Time is of the essence."

2. **ARTICLE VIII – COMPENSATION:** Revise Paragraph "A" to read as follows:
 - "A. Amount of Funding: For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY an amount not to exceed \$1,000,000 (Agreement Year 1: \$250,000; Amendment #1: \$250,000; Amendment #2: \$250,000; and Amendment #3: \$250,000).

3. Delete Exhibit "A" – Revised Scope of Work in its entirety and replace it with the attached Exhibit "A" – Revised Statement of Work (December 2002).

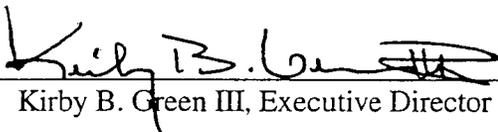
CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Carol A. Morse*
DEPUTY CLERK

DISTRICT and COUNTY agree that all other terms and conditions of the original Agreement 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 above.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

~~SEMINOLE COUNTY~~

By: 
Kirby B. Green III, Executive Director

~~By: _____~~

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

~~Typed Name and Title~~

By: 
John W. Williams, Deputy General Counsel

~~Attest: _____~~

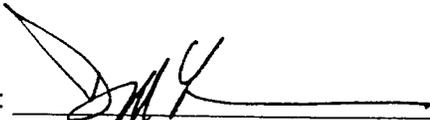
~~Typed Name and Title~~

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



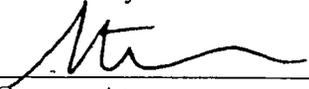
MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: 
Daryl McLain, Chairman
Board of County Commissioners

Date: 2-11-03

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.

As authorized for execution by the Board of
County Commissioners at their
11 Feb., 2003 regular meeting



County Attorney

2/11/03
Date

*3 red and 5 RWMD + SC
of Little Ear Crane Strand
5 pp. Retyped -*

EXHIBIT "A" – REVISED STATEMENT OF WORK
LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND SYSTEM
RETROFIT PROJECT & STORMWATER PARK (DECEMBER 2002)

I. BACKGROUND

The Crane Strand System Stormwater Retrofit Project is located within the Little Econlockhatchee River watershed of the Econlockhatchee River: Middle St. Johns River Basin. The Middle St. Johns River SWIM Plan, approved in January 2002, includes primary initiatives of water quality enhancement, support of watershed master plans and the implementation of stormwater retrofit projects. This contract serves to provide technical and funding support to local governments (Seminole County) in the implementation of stormwater retrofit projects in the Little Econlockhatchee River subbasin.

The Little Econlockhatchee River subbasin has become heavily urbanized as the Greater Orlando area has grown over the years. Some of the development occurred prior to the current stormwater retention and detention requirements and the Little Econlockhatchee Basin has experienced water quality deterioration and flooding impacts. Orange and Seminole counties have completed basin-wide evaluations to include a system inventory, floodplain revisions, identification of system deficiencies, and recommendations for retrofit activities addressing flooding and water quality concerns with both local and regionally significant corrective alternatives. A watershed that has been identified in the master planning effort that is in need of water quality and flood attenuation improvements is the Crane Strand System. The Crane Strand system, along with the Little Econlockhatchee and the Econlockhatchee Rivers are all specifically listed as 303d impaired water bodies.

II. OBJECTIVES

The objectives of this project include the successful identification of a cost-effective and feasible stormwater retrofit project for water quality enhancement of the Crane Strand watershed. Pollutant load analyses will be performed on the alternative to verify the effectiveness that the project will have on the receiving water body. Measurable goals for pollutant reduction will be identified in the first tasks of this effort, prior to expenditure of funds on final design and land acquisition. Upon identification of a feasible and effective project, COUNTY will complete the land acquisition, final design, permitting, and construction phases for full project implementation.

III. SCOPE

The Crane Strand System Stormwater Retrofit Project is located within the Little Econlockhatchee River watershed, Seminole County. Scopes of work shall be developed specifically for each of the phases of the project. DISTRICT staff shall coordinate with COUNTY staff as they develop the Scopes of Work to ensure that the objectives of DISTRICT funding are met.

IV. TASK IDENTIFICATION

COUNTY shall complete the tasks outlined for this project, including alternative analyses, design, permitting, construction, and long-term operation and maintenance. DISTRICT will provide

cooperative funding, regional coordination, and technical support in the implementation of the project. Tasks include:

- Preliminary Design – Identification of a feasible site and scope through reevaluation of existing design for implementation of water quality treatment only, evaluation of combined effectiveness of several best management practices, evaluation of non-traditional stormwater treatment methods. Each feasible site will be evaluated for effectiveness, pollutant removal capability, water quality treatment capacity, initial costs (land acquisition, capital cost), ecological impacts, implementation considerations (practicality), social acceptability, reliability, operation and maintenance costs, and permitting feasibility. DISTRICT staff shall receive copies of all deliverables and will review and comment on the findings and recommendations of this task.
- Land acquisition and Public Information – Public information will be an ongoing task through all phases of this project. Land acquisition will begin as soon as possible once the information from the Preliminary design task identifies the parcel(s) needed for successful implementation of the project. Where possible, discussions with landowners concerning the potential acquisition of their property will begin during the initial task of the project.
- Final design and permitting – Final design and permitting of the selected alternative(s) will occur once the Preliminary Design task is complete and once the scope of work necessary for the final design task is agreed upon by the contractor, COUNTY, and DISTRICT.
- Bid and contracting – Upon completion of the final design and once all necessary land acquisition is finalized, permits obtained, the project will be put out to bid by COUNTY.
- Construction Phase – Once the bid process is complete and contracts are complete, construction will commence on the project. Construction activities will be the responsibility of COUNTY.

V. TIME FRAMES AND DELIVERABLES

The following schedule depicts a conservative time for completion of the Crane Strand Stormwater Retrofit Project. The selection of a complex system or delays in land acquisition may delay the time frame. This can be better predicted as the project proceeds.

Preliminary Design	4 months
Land Acquisition and Public Information.....	through final design phase
Final design and permitting	10 to 14 months (dependent upon project complexity)
Bid and contracting.....	3 months
Construction.....	9 to 24 months (dependent upon project complexity)
<u>Invoicing with Status Report</u>	<u>as frequently as monthly, or as periodic as quarterly</u>

VI. BUDGET

The budget for all work associated with this Statement of Work is \$250,000. Payments to COUNTY will be made on a cost-reimbursable basis.

**FOURTH AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR
THE LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND
SYSTEM RETROFIT PROJECT & STORMWATER PARK**

COPY

THIS AMENDMENT is entered into this 26 day of August, 2003, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose mailing address is Post Office Box 1429, Palatka, Florida 32178-1429 ("DISTRICT"), and SEMINOLE COUNTY ("COUNTY"), whose address is 520 West Lake Mary Boulevard, Suite #200, Sanford, Florida 32773.

WHEREAS, DISTRICT and COUNTY entered into an Agreement on June 13, 2000, for a pollution abatement and flow attenuation facility treating stormwater and reducing flood levels in the Little Econlockhatchee River Basin and amended the Agreement on September 26, 2001 (Amendment #1) and October 7, 2002 (Amendment #2); and

WHEREAS, DISTRICT and COUNTY desire to further modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, DISTRICT and COUNTY hereby agree to the following amendments:

1. **ARTICLE II – SCHEDULE OF WORK AND EFFECTIVE DATE:** Revise Paragraph "B" to read as follows:
 - "B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use by not later than June 30, 2005, unless the date is extended by mutual agreement of the parties hereto. For the purposes of this AGREEMENT, initiating the COUNTY's process of developing a scope of work for a contractor or initiating the process for selecting a contractor shall be considered as commencing work. Time is of the essence."

2. **ARTICLE VIII – COMPENSATION:** Revise Paragraph "A" to read as follows:
 - "A. Amount of Funding: For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY an amount not to exceed \$500,000 (Agreement Year 1: \$250,000; Amendment #1: +\$250,000 [increase]; Amendment #2: +\$250,000 [increase]; and Amendment #3: cancelled; and Amendment #4: -\$250,000 [decrease]).

3. Delete Exhibit "A" – Revised Scope of Work in its entirety and replace it with the attached Exhibit "A" – Revised Statement of Work (December 2002).

DISTRICT and COUNTY agree that all other terms and conditions of the original Agreement 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 above.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

~~SEMINOLE COUNTY~~

By: _____
Kirby B. Green III, Executive Director

~~By: _____~~

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

~~_____~~
Typed Name and Title

~~Attest: _____~~

By: _____
Stanley J. Niego, Assistant General Counsel

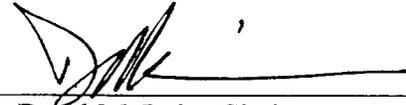
~~_____~~
Typed Name and Title

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: 
Daryl McLain, Chairman
Board of County Commissioners

Date: 8-26-03

For the use and reliance of
Seminole County only.
Approved as to form and legal
sufficiency.

As authorized for execution by the Board of
County Commissioners at their
26 August, 2003 regular meeting


County Attorney

Date

Little Econ River: Crane Strand
System Retrofit

EXHIBIT "A" – REVISED STATEMENT OF WORK
LITTLE ECONLOCKHATCHEE RIVER: CRANE STRAND SYSTEM
RETROFIT PROJECT & STORMWATER PARK (DECEMBER 2002)

I. BACKGROUND

The Crane Strand System Stormwater Retrofit Project is located within the Little Econlockhatchee River watershed of the Econlockhatchee River: Middle St. Johns River Basin. The Middle St. Johns River SWIM Plan, approved in January 2002, includes primary initiatives of water quality enhancement, support of watershed master plans and the implementation of stormwater retrofit projects. This contract serves to provide technical and funding support to local governments (Seminole County) in the implementation of stormwater retrofit projects in the Little Econlockhatchee River subbasin.

The Little Econlockhatchee River subbasin has become heavily urbanized as the Greater Orlando area has grown over the years. Some of the development occurred prior to the current stormwater retention and detention requirements and the Little Econlockhatchee Basin has experienced water quality deterioration and flooding impacts. Orange and Seminole counties have completed basin-wide evaluations to include a system inventory, floodplain revisions, identification of system deficiencies, and recommendations for retrofit activities addressing flooding and water quality concerns with both local and regionally significant corrective alternatives. A watershed that has been identified in the master planning effort that is in need of water quality and flood attenuation improvements is the Crane Strand System. The Crane Strand system, along with the Little Econlockhatchee and the Econlockhatchee Rivers are all specifically listed as 303d impaired water bodies.

II. OBJECTIVES

The objectives of this project include the successful identification of a cost-effective and feasible stormwater retrofit project for water quality enhancement of the Crane Strand watershed. Pollutant load analyses will be performed on the alternative to verify the effectiveness that the project will have on the receiving water body. Measurable goals for pollutant reduction will be identified in the first tasks of this effort, prior to expenditure of funds on final design and land acquisition. Upon identification of a feasible and effective project, COUNTY will complete the land acquisition, final design, permitting, and construction phases for full project implementation.

III. SCOPE

The Crane Strand System Stormwater Retrofit Project is located within the Little Econlockhatchee River watershed, Seminole County. Scopes of work shall be developed specifically for each of the phases of the project. DISTRICT staff shall coordinate with COUNTY staff as they develop the Scopes of Work to ensure that the objectives of DISTRICT funding are met.

IV. TASK IDENTIFICATION

COUNTY shall complete the tasks outlined for this project, including alternative analyses, design, permitting, construction, and long-term operation and maintenance. DISTRICT will provide

cooperative funding, regional coordination, and technical support in the implementation of the project. Tasks include:

- Preliminary Design – Identification of a feasible site and scope through reevaluation of existing design for implementation of water quality treatment only, evaluation of combined effectiveness of several best management practices, evaluation of non-traditional stormwater treatment methods. Each feasible site will be evaluated for effectiveness, pollutant removal capability, water quality treatment capacity, initial costs (land acquisition, capital cost), ecological impacts, implementation considerations (practicality), social acceptability, reliability, operation and maintenance costs, and permitting feasibility. DISTRICT staff shall receive copies of all deliverables and will review and comment on the findings and recommendations of this task.
- Land acquisition and Public Information – Public information will be an ongoing task through all phases of this project. Land acquisition will begin as soon as possible once the information from the Preliminary design task identifies the parcel(s) needed for successful implementation of the project. Where possible, discussions with landowners concerning the potential acquisition of their property will begin during the initial task of the project.
- Final design and permitting – Final design and permitting of the selected alternative(s) will occur once the Preliminary Design task is complete and once the scope of work necessary for the final design task is agreed upon by the contractor, COUNTY, and DISTRICT.
- Bid and contracting – Upon completion of the final design and once all necessary land acquisition is finalized, permits obtained, the project will be put out to bid by COUNTY.
- Construction Phase – Once the bid process is complete and contracts are complete, construction will commence on the project. Construction activities will be the responsibility of COUNTY.

V. TIME FRAMES AND DELIVERABLES

The following schedule depicts a conservative time for completion of the Crane Strand Stormwater Retrofit Project. The selection of a complex system or delays in land acquisition may delay the time frame. This can be better predicted as the project proceeds.

Preliminary Design	4 months
Land Acquisition and Public Information	through final design phase
Final design and permitting	10 to 14 months (dependent upon project complexity)
Bid and contracting.....	3 months
Construction.....	9 to 24 months (dependent upon project complexity)
<u>Invoicing with Status Report</u>	<u>as frequently as monthly, or as periodic as quarterly</u>

VI. BUDGET

The budget for all work associated with this Statement of Work is \$500,000. This is a limitation of funds and the COUNTY is not obligated to perform any work if funding is not available. Payments to COUNTY will be made on a cost-reimbursable basis.