

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Agreement between the St. Johns River Water Management District and Seminole County for Lake Jesup Basin: Mellonville Avenue Retrofit Project

DEPARTMENT: Public Works **DIVISION:** Road Operations & Stormwater

AUTHORIZED BY: [Signature] **CONTACT:** [Signature] **EXT.** 5710
Gary Johnson, PE, Director Mark E. Flomenfelt, P.E., Manager
Public Works Road Operations & Stormwater Division

Agenda Date <u>07-22-03</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing - 1:30 <input type="checkbox"/>		Public Hearing - 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the agreement between St. Johns River Water Management District (SJRWMD) and Seminole County for receipt of up to \$1,500,000 from the SJRWMD for the Lake Jesup Basin: Mellonville Avenue Retrofit Project.

BACKGROUND:

This Agreement involves design, permitting and construction of a Regional Stormwater Facility (RSF) designed to provide water quality treatment and flood reduction for the Mellonville Avenue and Pine Way area. The RSF will provide water treatment for approximately 166 acres of the Lake Jesup Basin and the flood reduction will reduce the street and yard flooding and the bank overtopping with a goal of providing a 25 year Level of Service for the area. The need for this RSF was identified in the Lake Jesup Basin Engineering Study and Drainage Inventory (December 2001). Evaluation of potential sites will be part of the preliminary engineering for this project under the County's Engineering Services Agreement for the North Lake Jesup Basin, PS-5106-01, with the firm of Camp, Dresser & McKee, Inc.

This project will be funded by St. Johns River Water Management District and managed by Seminole County.

Attachments: Memorandum of Agreement

Reviewed by: <u>[Signature]</u>
Co Atty: <u>[Signature]</u>
DFS: _____
Other: _____
DCM: <u>[Signature]</u>
CM: <u>[Signature]</u>
File No. <u>CPWS02</u>

**AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND
SEMINOLE COUNTY FOR LAKE JESUP BASIN:
MELLONVILLE AVENUE RETROFIT PROJECT**

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 W. Lake Mary Blvd., 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 the Middle St. Johns River Basin; 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 Lake Jesup Basin: Mellonville Avenue Retrofit Project, Contract #SG453AA. 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" – Statement of Work; - EXHIBIT "B" – Comptroller Contract Payment Requirements Department of Banking and Finance, Bureau of Auditing Manual (10/07/97); EXHIBIT "C" – Travel and Per Diem Administrative Directive 2000-02; 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 - STATEMENT OF WORK

All Work will be performed in accordance with EXHIBIT "A", STATEMENT OF WORK, entitled, "Lake Jesup Basin: Mellonville Avenue Retrofit Project," 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 ____ day of _____, 2003.
- 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 March 30, 2006, 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 Ed Torres 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 Regina Lovings 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 Scope of Work.
- B. **Reports:** COUNTY shall submit monthly 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 \$1,500,000.
- B. **Invoicing Procedure:** All invoices shall reference Contract Number SG453AA and shall be submitted to Director, Division of Financial Management, P. O. Box 1429, Palatka, Florida, 32178-1429. COUNTY shall submit itemized monthly 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 agreement.

Payments: DISTRICT shall pay COUNTY one hundred percent (100%) of each approved invoice pursuant to Chapter 218, Fla. Stat. Payments due and unpaid under this AGREEMENT shall bear interest in accordance with Section 218.74, Fla. Stat. COUNTY shall invoice DISTRICT the exact amount COUNTY remitted to the CONTRACTOR for services. It has been agreed the COUNTY shall withhold 10% retainage from third party CONTRACTOR. COUNTY shall invoice DISTRICT for retainage withheld from CONTRACTOR upon payment of retainage to CONTRACTOR by COUNTY and upon approval of invoice by DISTRICT Project Manager.

- C. **Travel:** Travel expenses must be submitted on DISTRICT or State of Florida Travel Forms. DISTRICT will pay COUNTY all travel expenses pursuant to DISTRICT's Travel and Per Diem Administrative Directive 2000-02 (EXHIBIT "C"). Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the Project Budget.
- 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 Executive Director and 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: _____
Kirby B. Green III, Executive Director

By: _____

APPROVED BY THE OFFICE OF GENERAL COUNSEL

Typed Name and Title

Attest:

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: _____

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
_____, 2003 regular meeting

County Attorney

Date

EXHIBIT "A" - STATEMENT OF WORK MELLONVILLE AVENUE RETROFIT PROJECT

I. INTRODUCTION/BACKGROUND:

One of the missions of the St. Johns River Water Management District (DISTRICT) as outlined in the Middle St. Johns River Basin Surface Water Improvement and Management Plan, is to improve the water quality in the Lake Jesup Basin through retrofit projects. This project is consistent with that mission. The Mellonville Avenue Retrofit Project consists of a new wet detention facility and associated conveyance improvements located on the north side of Lake Jesup, southeast of the intersection of Mellonville Avenue and Pine Way (Figure 1). The goal of the project is to reduce flooding and to provide for water quality retrofit. The proposed project will not be serving new development. New development in this area will be required to follow current DISTRICT regulations and obtain their own stormwater permits.

The project consists of a new wet detention facility as outlined in Section 5.4.5 of the 2001 Lake Jesup Engineering Study and Drainage Inventory (2001 Study) completed by Camp Dresser & McKee Inc. The 2001 Study included an analysis of both water quantity and water quality benefits that would be provided by the proposed facility. The proposed facility would provide water quality retrofit of approximately 166 acres of mixed residential land uses by maximizing the available land for water quality retrofit (approximately 11 acres). Flood reduction benefits would include the reduction of street/yard flooding and bank overtopping for the 25-year design storm event, thus meeting Seminole County's (COUNTY) desired level-of-service. Therefore, this project would be consistent with both the goals of the COUNTY and the DISTRICT for the Lake Jesup Basin.

II. OBJECTIVE:

As described above, the objective of this project is to implement stormwater system improvements for both flood reduction and water quality retrofit through the construction of a regional stormwater treatment facility (Mellonville Pond) and associated conveyance improvements. The flood reduction and water quality benefits have been quantified and documented in the 2001 Study, which has been made available to DISTRICT staff by the COUNTY.

III. STATEMENT OF WORK:

The statement of work will be an attachment to the Engineering Services Agreement for the North Lake Jesup Basin Engineering Services agreement dated March 2002, between Seminole County (COUNTY) and the firm of Camp Dresser & McKee Inc. (ENGINEER) as a work order. The scope of work defined in the work order will include the preparation of bidding documents for the construction of the proposed improvements. Services to be completed as part of this scope of work includes survey services, geotechnical services, stormwater modeling services, design services, permitting services, and public presentation services as defined in Section IV TASK IDENTIFICATION. Section ARTICLE X – Subcontracting items A, B, and C shall apply for all Subcontractors acquired under this agreement. Subcontractors assisting the ENGINEER in the completion of this scope of work include Southeastern Surveying & Mapping Corporation (SSM) to

collect the topographic information needed to design the proposed improvements for the project area (Task 1) and Geotechnical Professional & Associates, Inc. (GPA) for the project sub-surface investigations (Task 2).

IV. TASK IDENTIFICATION:

The tasks to be completed by the ENGINEER as part of this statement of work are defined below:

TASK 1. TOPOGRAPHIC SURVEY SERVICES:

The ENGINEER will be responsible for the coordination of the work to be completed by SSM which is as follows:

SSM will collect the topographic information necessary to design the proposed improvements as listed in Section II above. Survey of the ditches and culverts along Mellonville Avenue will be completed.

The survey services will include parcel sketches with legal descriptions for up to two (2) parcels for the proposed regional stormwater facility. The survey services will collect topographical information of the acquired parcels and project areas for design and preparation of construction plans.

The ENGINEER will contact utility companies to obtain utility locations (if necessary). The utility location, both horizontal and vertical, shall be surveyed by the utility owner and shown in the construction plans.

The survey will establish a State Plane Coordinate (NAD 83/1990) baseline for horizontal and vertical control, cross sections, wetlands flagging, soil borings location, potholes to locate utilities conflicts, and invert elevations of all utilities within the project area. The survey services will also include existing rights-of-way and easements.

SUB-TASK 1.1 OVERALL SURVEYING SERVICES:

The project involves two local roads adjacent to the Mellonville Pond: Pine Way and Mellonville Avenue. The following survey work is included in this sub-task:

- Research: acquire horizontal and vertical control near the project, deeds for property owners along the project including existing easements or right-of-ways.
- Control: Establish State Plane Coordinate control at the project by GPS methodology for at least four (4) points using Seminole County Survey Department GPS control monumentation.
- Soil Borings: Locate & map up to 18 soil borings within the project area.
- Wetland jurisdictional location: Locate and map the wetland flagging placed by the ENGINEER. Up to 3,500 linear feet are estimated for budget purposes.
- Pothole locates: Horizontal and vertical verification of existing underground utilities, where potential conflicts exist in the proposed design. Approximately three (3) potholes (soft digs) are estimated for budget purposes.

- Project documents will be produced and submitted to the COUNTY in an electronic format compatible and acceptable to the COUNTY (i.e., AutoCAD 2000 and Microsoft Word)

SUB-TASK 1.2 ROUTE SURVEYS:

This work effort will be conducted on the area as described in Sub-Task 1.1 above, as follows:

- There will be a total of twelve (12) culvert crossings that will require details to include pipe size, material, inverts and additional cross-section. The locations are: four (4) at Mellonville Avenue, one (1) at Pine Way, one (1) at the Baker's Crossing Subdivision and six (6) access driveways.
- Baseline survey will be shown with sufficient geometry, monumented and referenced in the field.
- Road cross-sections along Mellonville Avenue (approximately 1,300 feet) at a maximum interval of 100 feet for a width of approximately 150 ft (75 feet on each side of the road).
- Road cross-sections along Pine Way (approximately 1,200 feet) at a maximum interval of 100 feet for a width of approximately 150 ft (75 feet on each side of the road).
- Road cross-sections along Palm Way (approximately 900 feet) at a maximum interval of 100 feet for a width of approximately 150 ft (75 feet on each side of the road).
- Provide 100-foot grid on up to two (2) parcels to be acquired by the COUNTY for stormwater management purposes, including parcel sketches with legal descriptions.

SUB-TASK 1.3 RIGHT-OF-WAY MAPS:

This item of work involves preparing existing & proposed right-of-way maps for the Mellonville Pond.

- Existing right-of-way maps will show survey base line geometry tied to adjacent property owners' lines and right-of-ways and easements existing over the project.
- Final right-of-way maps will show required right-of-way for the project as directed by COUNTY and the ENGINEER.
- Parcel sketches with legal descriptions will be provided for up to two (2) parcels and will be identified on the maps by the numbering system acceptable to the COUNTY.
- Stake up to two (2) parcels for identification for the property appraisal, including boundary survey and coordinate the efforts and results of appraisal review.
- Right-of-Way maps and Topographic Survey will be delivered on 24"x36" sheets at 1"=20' scale showing parcel data, plotted line work, baseline of survey and monumentation.

TASK 2. PHASE I ENVIRONMENTAL SITE ASSESSMENT:

The ENGINEER will provide Phase I Environmental Site Assessments (ESAs) for the regional stormwater facility (up to 2 parcels) as outlined in Task 1 above. Phase I ESAs will be performed by the ENGINEER in compliance with the American Society for Testing and Materials (ASTM) specifications developed for performing ESAs. The standards, which are designated E-1527, were first published in 1993 and were revised in 1997 and 2000. ASTM E-1527-00 segregates the ESA process into four sections. The efforts to be completed under this task are defined by the following subtasks:

SUB-TASK 2.1 RECORDS REVIEW:

Principal elements of this part of the ESA will be performed to determine if there are environmental conditions associated with the site and surrounding area, which are the subject of regulatory agency actions, and to evaluate the history of the ESA site. Often, information developed in this part of an ESA is critical in determining the environmental conditions of the site that may be associated with historical uses of the parcel. Because the use of a particular parcel may have changed, people associated with previous uses may not be available to interview and current use of the property may have destroyed evidence of historic uses.

Evaluating the environmental status of the site with respect to regulatory actions will be completed by reviewing information contained in agency databases, and by reviewing files maintained by local office of the Florida Department of Environmental Protection (FDEP) and Seminole County regulatory agencies. DataMap Technology Corporation (DataMap) or EDR are companies that routinely perform database searches for the ENGINEER. The ENGINEER will provide the site location and the search radius. The minimum search radius will be one (1) mile in accordance with ASTM standards. The databases for the following will be searched:

- National Priorities List (NPL)
- Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)
- Resource Conservation and Recovery Information System (RCRIS)-Treatment, Storage, or FDisposal Facility (TSD)
- Resource Conservation and Recovery Information System (RCRIS)-Generators (GEN)
- State Hazardous Waste Sites (SHWS)
- Solid Waste Landfills (SWL)
- Leaking Underground Storage Tanks (LUST)
- Registered Underground Storage Tanks (RUST)
- Emergency Response Notification System (ERNS)

Information regarding the stormwater facility site and adjacent parcels identified in the database search will be confirmed by reviewing files maintained by FDEP and Seminole County. File searches will be conducted after an initial reconnaissance of the site and surrounding area and facilities in the vicinity of the ESA site are identified.

Historical aerial photographs of the site and adjacent areas will be obtained and examined to evaluate the history of the site. In addition to the obvious changes of the property such as land use and/or development, more subtle features such as disturbances of the land, significant discharges of pollutants and the general effects of site use and operations will be interpreted from historical aerial photographs. Large-scale aerial photographs from the middle 1960s are available from Seminole County. Smaller scale aerial photographs from the 1940s and 1950s from the Soil Conservation Service, will also be reviewed, if available.

SUB-TASK 2.2 SITE RECONNAISSANCE:

The main objective of the site reconnaissance is to identify environmental conditions associated with the current and historical uses of the property and potential off-site conditions which could affect the subject properties. The ENGINEER will perform the site inspection in a phased approach. The first phase will be a preliminary inspection performed after results of the database search are reviewed. This preliminary inspection will be used to confirm results of the database search, identify potential off-site sources of contamination and to identify physical features in the vicinity of the site such as drainage features. Utility services, such as water and sewer service, and dates of connection will also be identified.

The second phase of the site inspection will be performed after completion of the record review/ historical evaluation of the property and will include the actual examination of the subject properties. At this time, evidence of actual and/or potential environmental conditions, including stained soil, stressed vegetation and sheen/discoloration of surface water will be identified. Condition of surrounding areas will also be carefully scrutinized. Site boundaries that are visible from the subject parcel will be examined. General housekeeping practices of the operations on neighboring parcels will be noted.

SUB-TASK 2.3 INTERVIEWS:

Reasonable and practical efforts will be made to speak with those people who are knowledgeable about the site and its history. In order to ensure that information obtained from interviews is reliable, the same questions are typically asked of more than one interviewee. Information provided in interviews will be, if possible, confirmed by reviewing written documentation.

Prior to the interviewing process, most of the historical information regarding the site has been reviewed. The person being interviewed will be asked about the person's knowledge of the history of the site, operations and personal knowledge of potential environmental conditions. The person may also be queried on information contained in agency files. There is no set requirement for conducting an interview; however, reasonable attempts will be made to illicit as much reliable information as possible without the interview being perceived as an adversarial interrogation.

SUB-TASK 2.4 REPORTS:

The Phase I ESA report will be prepared following the format recommended in ASTM E-1527-00. Also, prior to finalization of the report and at the request of Seminole County, associated costs for any environmental unsafe parcels (Phase II) investigations will be provided. One report will be prepared for the parcels that are contiguous or are in close proximity. Phase II ESA report (if necessary) will be additional services to this Work Order.

TASK 3. GEOTECHNICAL EXPLORATION:

The ENGINEER will be responsible for the coordination of the work to be completed by GPA. The work to be completed by GPA is defined below.

SUB-TASK 3.1 SUB-SURFACE INVESTIGATIONS:

Based on the proposed design, the field program shown in **Table 1** is recommended.

TABLE 1			
Proposed /Improvements	Structures	Number / Type of Borings	Depth Below Ground Surface (feet)
Mellonville Pond		18 Augers	20
		2 Field Perms	---
Pipe Culvert Replacements		12 Augers	15

The auger borings will be drilled using a 4-inch diameter truck-mounted continuous flight auger or a 3-inch diameter hand bucket auger. Each sample will be removed from the auger in the field and then examined and visually classified by the crew chief. Water level observations will be made in the boreholes during the drilling operation. The boreholes will be backfilled with soil cuttings upon completion.

Hand probes (muck probes) will be conducted at the proposed culvert locations to preliminarily measure the depth of soft organic soils. These probes are performed by hand-pushing ½-inch diameter steel pipe into the ground until penetration is refused. The depth is recorded as the assumed depth of soft sediment / muck.

Additionally, the field permeability tests will include installing a solid-walled PVC casing, snugly fit, into a 4-inch diameter auger borehole. The depth of the tests will depend on the anticipated depth of the pond. The

bottom of the pipe will be open and raised 1 foot above the bottom of the boring. The bottom 1 foot of the boring will be gravel-packed. The tests will be run as “constant head” tests by maintaining the water level in the casing at the top of the casing. If relatively high permeability soils are present, the tests will be run as “falling head” tests in which the rate of water drop within the casing will be measured.

SUB-TASK 3.2 LABORATORY TESTING:

Routine laboratory visual classification will be performed by a geotechnical engineer along with specific tests deemed necessary (i.e., sieve analysis, Atterberg limits and organic contents, etc.). The soils encountered will be classified in accordance with the AASHTO Soil Classification System and/or the Unified Soil Classification System (USCS). Series corrosion tests will be conducted to determine the environmental classification for substructures.

SUB-TASK 3.3 GEOTECHNICAL ENGINEERING ANALYSIS AND REPORT:

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and earthwork construction. Soil permeabilities and pond design parameters will be provided. The report will state whether any unsuitable soil types such as organic muck, rock, or hardpan soils are present. In addition, GPA will provide an estimate of the seasonal high groundwater level at the boring locations.

GPA recommendations, together with all data developed during the exploration, will be submitted in a written report upon conclusion of the study. Two copies of the report will be provided, along with separate copies of our soil boring profiles for inclusion on the plan cross sections.

TASK 4. HYDROLOGIC & HYDRAULIC EVALUATION:

The ENGINEER will utilize the hydrologic/hydraulic model developed for 2001 Study and modify the model as necessary (based on latest available topographical survey and construction plans for any recent development in the area) to develop alternatives that reduce flooding and will be the basis for final hydraulic design.

This task will include a brief analysis of the flooding conditions, runoff volumes, and changes in peak stages and peak flows within the project limits as a result of the proposed improvements, utilizing the existing stormwater model of the Lake Jesup Basin (Advanced Interconnected Pond Routing Model Version 3.0). The ENGINEER will simulate the mean annual, 25-, 50- and 100-year design storm events of a 24-hour duration. The ENGINEER will also perform storage recovery/drawdown calculations comparing existing and proposed conditions for the proposed retention/detention facility.

The results of the model simulations will be summarized in a tabular format. The model results will be used as the supporting documentation for the permit application package to be submitted to DISTRICT as described in Task 6 below.

TASK 5. ENGINEERING ANALYSIS AND DESIGN:

The ENGINEER will prepare construction plans for the selected corrective alternative. Construction plans and specifications shall conform to FDOT design criteria, including clear zone requirements and format. The ENGINEER will prepare 11-inch by 17-inch plans (1 inch = 40 feet). The ENGINEER will work with COUNTY staff to accommodate the proposed improvements within the limited space to the extent possible without impacting adjacent properties and/or identified utilities.

The proposed improvements, as outlined in Section II above, consist of the construction of a regional facility (Mellonville Pond) for stormwater purposes. The regional stormwater facility is located immediately to the south of Pine Way and immediately to the east of Mellonville Avenue. The proposed stormwater facility should be able to provide flood attenuation for future built-up conditions in the area.

SUB-TASK 5.1 CONSTRUCTION DOCUMENTS:

The ENGINEER will prepare plans and specifications for the construction of the proposed Mellonville Pond, roadway reconstruction and limited channel improvements.

The ENGINEER will submit 30, 60 and 90 percent plans to the COUNTY for review. This task includes three (3) review meetings with COUNTY and DISTRICT staff at the 30, 60 and 90 percent design milestones. Each design milestone will include an opinion of the construction cost of the proposed improvements (Sub-Task 5.3 below), such as culvert replacements, and/or existing roadway reconstruction.

After the 30 percent design milestone has been reviewed and approved by the COUNTY and DISTRICT, the ENGINEER will prepare the design documents for the 60 percent design plans. At this time, the ENGINEER will provide a constructibility review of proposed minor modifications in the design by the COUNTY of the proposed improvements, and update the hydraulic modeling as necessary.

The construction plans will consist of plan sheets listed in Table 1 below and include the performance of specific work and preparation of details and documents as follows:

- Typical Sections
- Plan and Profile of improvements
- Soil Exploration
- Access road details (if necessary)
- Roadway Reconstruction
- Restoration of existing signing and marking per FDOT
- Maintenance of Traffic
- Drainage structures

- Pond Details
- Culvert structures and details
- Cross Sections
- Erosion control as per FDOT

FDOT Design Standards (2002) and Standards Specifications (2000) shall be used or may be modified as recommended by the ENGINEER with COUNTY approval. Table 2 describes an approximate sheet count for the construction plans:

TABLE 2	
SHEET DESCRIPTION	NUMBER OF SHEETS
Cover	1
Index/Key	1
General Notes	1
Roadway Typical Sections	1
Pond Typical Sections	1
Summary of Quantities	1
Summary of Drainage Structures	1
Section Corner References	1
Horizontal Control	1
Plan and Profile (1)	8
Drainage Structures	2
Control Structures	1
Pond Plans (2)	6
Soil Survey	2
Pond Cross Sections	2
Channel Cross Sections	1
Erosion Control	2
Miscellaneous Details	1
Utilities Adjustments (3)	1
Mitigation Plans	1
TOTAL	36

(1) These sheets include approximately 1,300 feet of Mellonville Avenue, 900 feet of Palm Way and 1,200 feet of Pine Way. (2) Including Pond Plan View & Details. (3) Minor utility adjustments, if necessary.

The ENGINEER will submit 30, 60 and 90 percent plans to the COUNTY for review. This task includes three (3) review meetings with COUNTY and DISTRICT staff at the 30, 60 and 90 percent design milestones, respectively. The ENGINEER will submit five (5) copies of 11" x 17" (half sizes) FDOT format at each scheduled design milestone for COUNTY and DISTRICT review. The COUNTY and DISTRICT's review comments will be incorporated into the final construction documents (plans and specifications) as mutually agreed upon. The ENGINEER will furnish one reproducible (22" x 34") set of final construction documents to the COUNTY prior to bid advertisement.

SUB-TASK 5.2 PROBABLE CONSTRUCTION COST ESTIMATE:

The ENGINEER will provide an engineer's opinion of the probable cost of construction for the project at the 30, 60 and 90 percent completion milestones and prepare a final opinion of the probable construction cost estimate at the completion of the design.

TASK 6 PERMIT ASSISTANCE:

The ENGINEER shall prepare and submit Environmental Resource Permit (ERP) packages to the St. Johns River Water Management District (DISTRICT) and United States Army Corp of Engineers (USACOE) for their review and approval. The ENGINEER will monitor the permits throughout the approval process.

The ENGINEER will prepare and submit a permit package application to the DISTRICT and USACOE and respond to up to two (2) Requests For Additional Information (RAIs) to clarify information in the permit application package.

SUB-TASK 6.1 MEETING WITH THE DISTRICT AND USACOE:

The ENGINEER will meet with representatives of the DISTRICT and USACOE to discuss the objectives of the overall project and to clarify the level of permitting needed for the proposed channel maintenance improvements. A total of two (2) meetings are estimated for budgeting purposes.

SUB-TASK 6.2 PERMIT APPLICATION:

The ENGINEER will work with DISTRICT and USACOE to facilitate the permitting of this project. The ENGINEER will prepare an ERP application and coordinate work efforts with DISTRICT. The following elements are typically required in the ERP application:

- Brief report of project
- Basin delineation
- Peak flow quantities and analysis (25 year & 100 year-24 hour storms)
- Construction sequence or phases (if applicable)
- Proposed construction layout
- Construction techniques
- Stormwater treatment and control techniques

- Wetland delineation and potential mitigation
- Construction plans

SUB-TASK 6.3 ENVIRONMENTAL ASSESSMENT:

The ENGINEER will prepare an environmental assessment report addressing wetlands and other environmental impacts, on-site mitigation, and/or planting plans. The ENGINEER shall evaluate the feasibility of providing mitigation within the proposed flood attenuation/water quality facilities (regional stormwater facility). If feasible, on-site mitigation shall be incorporated in the final design and construction plans for the flood attenuation/water quality facilities (regional stormwater facility).

The ENGINEER will delineate wetlands within the project per the USACOE and DISTRICT methodologies. The ENGINEER will perform survey and flagging of the wetland line(s). The ENGINEER will also coordinate with the COUNTY to prepare an onsite mitigation plan to offset identified wetland impacts. The mitigation plan may include a monitoring plan and maintenance program. The monitoring and maintenance programs after the wetland mitigation site is constructed are included in this scope of work. The ENGINEER will perform a Threatened and Endangered Species Survey and prepare a report for submittal to DISTRICT and USACOE as part of these work efforts. The ENGINEER will coordinate with the COUNTY to respond to RAI comments pertaining to wetland and environmental issues. The following elements are typically required in the environmental assessment report:

- Threatened and Endangered Species Classification System
- Methodology
- Results
- Summary
- Wildlife Methodologies Guidelines
- Threatened and Endangered Species Observed on the Site
- Field Data Logs for Pedestrian Surveys
- General Description of Wetland Communities
- Wetland Qualitative Evaluation Summaries

TASK 7. BIDDING SERVICES:

The ENGINEER shall assist the COUNTY in preparing bid documents. Construction specifications shall refer to FDOT specifications. The ENGINEER shall only be required to prepare Special Provisions or Technical Specifications for items not covered by FDOT specifications to be incorporated to the COUNTY's front-end contract documents. The ENGINEER will attend the pre-bid and pre-construction conferences, and interpret and clarify plans and specifications as necessary at the meetings and during the bidding process.

A total of two meetings are estimated for budgeting purposes. The ENGINEER will assist the COUNTY and provide issue clarification related to the construction plans during the bidding phase of the project.

The ENGINEER will assist the COUNTY to determine the “Amount of Liquidated Damages” per delay days for failure to complete the work by the construction contractor based on FDOT Standard Specifications Road and Bridge Construction (2000). This amount will be included in Bid documents. Procurement of the bids will be the COUNTY’s responsibility.

TASK 8. PUBLIC PRESENTATIONS:

The ENGINEER will assist the COUNTY by attending up to two (2) public information meetings to be held at a time and place to be determined by the COUNTY and make presentations relevant to the design and affect of the improvements on the community and property owners. The ENGINEER will answer questions from the public regarding the project as given by citizens or interested groups. The ENGINEER will provide a written summary of the meeting minutes.

TASK 9. GENERAL SERVICES DURING CONSTRUCTION:

The COUNTY will be responsible for the general administration of the construction contract. The COUNTY will provide all resident inspection and provide construction administration during construction. The ENGINEER shall have no responsibility or authority over the construction contractor’s means, methods or techniques of construction, nor for construction site safety or safety programs incident to the construction contractor’s work. Three site visits are included for budgeting purposes.

The COUNTY will prepare record or “As-built” drawings as required for submittal to the DISTRICT. The ENGINEER will provide the COUNTY a Project Certification letter based on the “As-built” drawings provided by the COUNTY indicating that the project has been completed according to plans. The ENGINEER’s limited construction management responsibilities will include those services generally described below, as follows:

Prepare one addendum to clarify bidders questions during the bidding period. Bid tabulation will be performed by the COUNTY.

Attend a pre-construction conference with the COUNTY’s Construction Manager and District Project Manager present.

The ENGINEER will conduct three site visits to confirm that the work is being performed according to the Contract Documents, and will make recommendations regarding resolution of issues that may arise during the course of the project related to the construction documents.

Respond to contractor Requests For Information (RFIs). Five (5) RFIs are budgeted for this project.

The ENGINEER will review the shop drawing submittals for compliance with the requirements of the Contract Documents. Ten (10) shop drawings are budgeted for this project. Re-submittals of rejected shop drawings will be counted within the ten shop-drawing budget for this task.

V. TIME FRAMES AND DELIVERABLES:

Within one month after COUNTY issues the Notice to Proceed to the ENGINEER, COUNTY shall notify the DISTRICT and provide a project schedule to the DISTRICT Project Manager. The total time for completing the ENGINEER's design services required under this contract is twelve (12) months from the date of the contract execution. Immediately upon completion of Sub Task 5.1, Construction Documents, COUNTY will deliver to DISTRICT Project Manager all Construction Documents.

VI. BUDGET/COST SCHEDULE:

Payment will be in accordance with Seminole County's Standard Contract, as negotiated between COUNTY and Third Party Contractors, to perform Stormwater and Environmental Engineering Services.

Total cost for Design and Construction will be \$1,500,000. Up to 25% of the contract dollars will be provided for the Design and 75% will be provided for Construction. COUNTY shall provide a Budget/Cost Schedule to the DISTRICT Project Manager once the Budget/Cost Schedule is established for the Design Phase and hence the Construction Phase.

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.

EXHIBIT "C"

**Administrative Directive
2000-02**

Travel and Per Diem

Number: 2000-02
Effective Date: 12/01/99

PURPOSE

The purpose of this administrative directive is to implement District Policy # 2000-01 and provide guidance in acquiring travel authorizations, determining eligible expenditures, obtaining travel advances and receiving reimbursements while providing for efficient travel. This directive provides an organized source of information regarding District policies and related guidelines that are required to initiate, authorize and document travel expenditures in conformity with Florida Statutes.

I. GENERAL

Section 112.061, Florida Statutes, shall govern the travel of District travelers including all employees and Governing Board members and shall be applied uniformly throughout the entire District. Requirements in this Administrative Directive are in all respects intended to comply with Section 112.061, Florida Statutes.

The Department of Banking and Finance has promulgated rules and regulations in Chapter 3A-42, Florida Administrative Code, that govern the payment of travel expenses by State agencies. As a political subdivision of the State these travel rules do not apply to the District, however, it is our intention to use the requirements contained in Chapter 3A-42, Florida Administrative Code as a guideline, providing that it does not conflict with District Policy.

It is the ultimate responsibility of the Department Director to verify compliance with District travel Policy and Administrative Directive.

All employees shall exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

The effective date of this administrative directive is December 1, 1999.

II. DEFINITIONS

For purposes of this directive, the following words shall have the meaning indicated:

- A. Actual Point of Origin – the geographic location where the travel begins, which is other than the “point of origin” as defined in this section.
- B. Authorized Traveler – Any person with authorization to incur travel in the performance of official District business and who falls into one of the following categories:
 - 1) Governing Board member,
 - 2) Employee of the District including part-time and shared positions as well as OPS, student, intern and temporary agency employees,

- 3) A person who is a candidate for a position and travel expense reimbursement has been approved by the Department Director in accordance with policy 99-08,
- 4) A person requested to incur time and services as a volunteer, contractor, consultant, advisor, visitor, or state and federal representatives, or
- 5) Other persons as approved by the Executive Director.

C. Class of Travel – The following classes of travel are defined as:

1. Class A is continuous travel of 24 hours or more away from official headquarters overnight. This is calculated based on four equal six hour quarters representing a calendar day. The quarters are divided as follows:

12:00 midnight to		6:00 a.m.
6:00 a.m.	to	12:00 noon
12:00 noon	to	6:00 p.m.
6:00 p.m.	to	12 midnight

2. Class B is continuous travel of less than 24 hours away from official headquarters overnight. This is calculated based on four equal six hour quarters beginning at the hour of departure. For example, if travel begins at 5:00 p.m. the first quarter begins at 5:00 p.m. and ends at 11:00 p.m.
3. Class C is travel for short or day trips where the traveler is not away from official headquarters overnight.

D. Common Carrier – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

E. Conference/Convention – the coming together of a large number of persons with a common interest or interests for the purpose of accomplishment, deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel. In addition, a conference does not mean any workshop or meeting of agency or interagency personnel with the public for the purpose of conducting District business.

F. Executive Director – The Executive Director, Assistant Executive Director, the Deputy Executive Director or acting Executive Director

G. Local Area – Within a fifty-mile radius of the traveler’s official headquarters or residence, whichever is closer.

H. Map Mileage – Mileage computed (when using a privately owned vehicle for official District business) from the traveler’s point of origin to the point of destination (see definitions below) as displayed on the current map of the State of Florida Dept. of Transportation or web site (www.dot.state.fl.us/SurveyingAndMapping/mileage.asp). The District will also provide a list of established mileages for frequently traveled to destinations. If these methods are not available MapBlast (www.mapblast.com) may be used to compute the mileage between the two cities or towns.

- I. **Official Headquarters** – An employee’s official headquarters is the city or town in which their assigned District office or field station is located. The official headquarters for Governing Board members is their residence.
- J. **Point of Destination** – The geographic location (city or town) of (or nearest to) the travel destination for official District business.
- K. **Point of Origin** – The geographic location (city or town) of (or nearest to) the traveler’s official headquarters or the geographic location (city or town) where travel begins, whichever is lesser distance from the destination.
- L. **Travel Authorization Request (TAR)** – To be completed by a traveler prior to incurring travel to a conference, convention or any out of state travel. A traveler requesting travel involving commercial or charter aircraft, a rental vehicle, or a travel advance must also complete a TAR. The form is located on **h:\hr\data/forms\travel authorization request**.
- M. **Travel Expense Voucher** – A travel expense voucher is required to be submitted when requesting travel expense reimbursement or when settling a travel advance. The form is located on **h:\hr\data/forms\travel expense voucher**.
- N. **Vicinity Mileage** –The actual mileage driven on official District business that is in excess of the computed map mileage and/or mileage driven within the local area of the traveler’s official headquarters or within the geographic location of the traveler’s destination. Vicinity mileage necessary for the conduct of official District business is allowable and should be shown as a separate item on the travel expense voucher.

III. AUTHORITY FOR TRAVEL

A. Approval Requirements

All travel requires authorization and approval by the traveler’s supervisor or Department Director. Written authority for all conference, convention and out of state travel, as well as travel involving commercial or charter aircraft, rental vehicles or travel advances, shall be obtained prior to incurring travel expenses and must be approved by the Executive Director or designee. Travelers shall obtain that written approval by completing a Travel Authorization Request (TAR) form, submitting it for Department approval then forwarding the approved TAR to the Administrative Program Manager in the Department of Administration. The Executive Director may exempt the completion of a TAR for staff conducting District business out of state on a case by case basis. The original TAR will be returned to the traveler when all approvals are received.

- 2. An individual Department/Office director may optionally require a TAR as a procedure within his or her own area of responsibility.

B Limitations for Reimbursement - The authorized traveler shall limit travel expenses to those necessary, ordinary, and incidental expenses of travel in accordance with District policy and Florida Statutes. The traveling individual shall be reimbursed based on the cost of the most efficient and economical mode of travel.

IV. JUSTIFICATION FOR TRAVEL

TAR's shall contain justification for travel and an explanation of benefits accruing to the District. In addition, see Section V below related to justification for eight or more employees attending a conference or convention.

V. CONFERENCES AND CONVENTIONS

A. Advanced Approval - All District travelers must have travel to conferences or conventions approved in advance by submitting a TAR.

B. Criteria for Attendance

1. No District funds shall be expended on conferences or conventions unless:

The main purpose of a conference or convention is in connection with the official business of the District and directly related to the performance of the statutory duties and responsibilities of the St. Johns River Water Management District (DISTRICT) and

- A conference or convention provides a direct educational or other benefit supporting the work and public purpose of the employee and the DISTRICT.

2. Attendance at a conference or convention may also be authorized when a District employee has been requested by the sponsoring organization to participate in the program of the conference or convention and the program is related to the work of the District.

3. Employees seeking reimbursement for travel expenses when submitting research papers, abstracts, posters, etc. must receive written approval from their supervisor before making any travel commitments.

C. Conference/Convention Fees

1. A copy of the registration form, program or agenda of the conference/convention itemizing the registration fees and any meals or lodging included in the registration fee shall be attached to the TAR.

2. No one shall be reimbursed for any meal or lodging included in a conference or convention registration fee paid by the District. When a meal is included in a registration fee, the meal allowance must be deducted even if the traveler decides for personal reasons not to eat the meal. A continental breakfast is considered a meal and must be deducted if included in a registration fee for a conference/convention.

3. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but are not limited to, actual expenses for banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

D. Advance Approval for Eight or More Attendees - In instances where eight or more employees from the District will be attending the same conference or convention, advance written approval

is required to be obtained from the Executive Director or designee. The memo seeking approval shall include the names of all individuals attending, the public purpose to be served and an estimate of expected costs. A signed copy of the approval must be attached to each traveler's TAR and Travel Expense Voucher.

VI. AUTOMOBILE

- A. Requirements for Operating Vehicle - An employee operating a motor vehicle on District business shall have a valid driver's license appropriate for the vehicle being operated.
- B. Approval to Use Private Vehicle - Written approval to use a private vehicle for District business is only required if the vehicle is being used in connection with out-of-state travel. The approval is obtained by completing the private vehicle information on the TAR. Mileage reimbursement for out of state travel shall not exceed the cost of round-trip coach airfare plus necessary ground transportation. The traveler must submit documentation supporting this comparison.
- C. Insurance Requirements - An employee operating a personal motor vehicle on District business must have insurance on the motor vehicle as required by State law and their personal insurance carrier.
- D. Reimbursement for Use of Privately Owned Vehicle - The District shall provide and the traveler is entitled to receive reimbursement for the use of a privately owned vehicle for official District business based on mileage allowed (see Computing Mileage Reimbursement) at a fixed rate per mile according to Florida Statutes.
- E. Passenger Safety Requirements - All occupants riding in District owned, leased or rented vehicles and all personal vehicles operated on District business shall properly utilize the seat belts or occupant restraint system provided. Failure to use seat belts or occupant restraint systems as required by State law will be considered improper use of a motor vehicle and subject the employee to disciplinary action. Workers' compensation benefits may be reduced if the employee's failure to use seat belts contributes to the injuries received in an accident.
- F. Responsibility for Fines and Penalties - Fines and penalties resulting from failure to comply with applicable laws shall be the personal responsibility of the motor vehicle operator.
- G. Reimbursement Requirements

The traveler may only claim mileage and incidental expenses incurred for official District business by a usually traveled route from the point of origin to the point of destination. If travel begins before traveler's regular beginning work time or after traveler's regular ending work time, the point of origin may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.

- 2. If the return travel ends before traveler's regular beginning work time or after traveler's regular ending work time; the point of destination may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.
- 3. Under no circumstances may a traveler be reimbursed for travel between their residence and official headquarters.
- 4.

VII. TRANSPORTATION

- A. Authorized Transportation - The mode of transportation authorized for a particular trip is that which is most efficient and economical to the District considering productivity, length of travel, time of travel, destination, number of travelers and required mission.
- B. Travel Routes - All travel must be by a usually traveled route as required by the Florida Statutes based on the choices of a reasonable and prudent traveler. If an employee travels by an indirect route for personal convenience, the extra cost shall be borne by the employee and reimbursement for expenses shall be based on such charges as would have been incurred had the employee traveled a usually traveled route.
- C. Transportation Arrangements - Except in an emergency, travel by air, train or bus should be made in advance through the District's approved travel agency. The travel arranger shall include travel details on a purchase requisition as soon as possible after reservations are made. The State contract rate should be utilized when it results in a savings to the District.

If the traveler purchases common carrier tickets through other than the District travel agency, reimbursement will be made on the Travel Expense Voucher after the trip has been completed. If the State contract rate is not used, justification shall be included with the reimbursement request.

- D. Travel by Air – Scheduled commercial flights are desired over charter flights if schedules and proximity of airports allow practical use. As a rule of thumb the distance to the travel destination should exceed 200 miles before the aircraft mode of transportation is considered.

All travelers are encouraged to take advantage of special discounted airline tickets, commonly referred to "super saver" tickets, where certainty of travel is high. However, the use and risk of special discounted airline tickets should be carefully considered. Although the savings realized from the use of such tickets may be considerable, travelers shall also keep in mind that the penalties for cancellation of the tickets are generally substantial.

District funds may be used to pay penalties for changes or cancellations of discounted tickets only if the cause of the change/cancellation is in the best interest of the District. The traveler must include justification when payment of penalties is requested.

If the ticket is canceled for the personal convenience of the traveler, the cancellation penalty is considered a personal cost and the traveler shall deduct the penalty from other amounts incurred and not request reimbursement from the District.

Travelers are required to contact the District's Administrative Program Manager or the purchasing office regarding disposition of any unused tickets.

If a traveler incurs any additional costs due to overbooking or any other action of an airline, and the traveler chooses to have such costs paid directly or indirectly by the District, then any compensation received by the traveler from the airline for the travelers inconvenience, shall accrue to the benefit of the District. If no additional costs are incurred, then any compensation received for the traveler's inconvenience shall accrue to the traveler. To determine if additional costs are incurred, the compensation to the traveler and travel costs must be considered.

Use of any charter, except for surveillance flights, shall be limited to \$800 per hour flight time charge. Costs associated with the use of private aircraft shall be limited to those allowed for in the Florida Statutes. Use of surveillance flights for District purposes shall follow District

procurement policy. The Executive Director or designee shall approve all charter or private aircraft expenditures.

E. Rental Vehicles

District travel arrangers and purchasing agents are responsible for arranging for the rental of motor vehicles when necessary.

2. The traveler shall use the State of Florida's current motor vehicle rental contract in effect at the time of travel unless unexpected circumstances justify otherwise. In the event that the traveler fails to justify use of other than a State contract, any additional cost may be borne by the traveler. However, if a less expensive alternate rental agreement is arranged, no justification is necessary. Rental motor vehicles shall be Class B – Compact except when the number of passengers or the amount of material makes use of a compact motor vehicle impractical.
3. Primary insurance coverage is provided only if the State contract is utilized. The car rental company assumes all fire, accident and collision losses. Collision Damage or Loss Damage Waiver fee is not authorized or reimbursable.
4. Rental vehicles will not be authorized when traveling by air to a conference or convention, and when staying at or near the conference or convention hotel. The Executive Director or designee may approve exceptions, in advance of the travel, on the TAR.
5. Fuel expenses for motor vehicles rented in Florida under the State contract will not be reimbursed by the District. The traveler shall request reimbursement for the fuel from the rental agency upon returning the vehicle.

E. Reimbursement for Personal Use of Rental Vehicle - Personal use of rental vehicle shall be subtracted from the total cost of the rental in determining the cost to the District. Travelers shall be responsible for payment of all personal use cost associated with a vehicle rental for official District business.

F. Gratuitous Transportation - When a traveler is gratuitously transported, the traveler shall indicate on the travel expense voucher that transportation was complimentary or "comp."

VIII. COMPUTING MILEAGE REIMBURSEMENT

A. Mileage Rates - No mileage will be allowed for travel between an employee's home and the employee's official headquarters.

1. The rate allowed for mileage when using personal automobiles on official District business is as provided for in the Florida Statutes. The District will establish mileage allowances for frequently traveled routes (Service Centers, Field Stations, etc.). The most current listing is available on H:\xxx.xxx. If no established mileage allowances exists between the point traveled, map mileage (see Definitions) should be used. If one of the web sites is used to calculate mileage, a copy of that page should be printed and attached to the travel expense voucher.
2. Vicinity mileage shall be shown as a separate item on the travel expense voucher and should be authorized by the traveler's supervisor. If vicinity mileage exceeds 25 miles per day,

justification must be included on the travel expense voucher. When a TAR is required, it should include any estimated vicinity mileage.

3. Mileage allowances shall be shown on the travel expense voucher from point of origin to point of destination. Only mileage actually incurred may be charged.

B. Vehicle Sharing - When two or more employees are traveling from the same official headquarters, it is recommended that the employees travel in the same vehicle. The employee who provides the vehicle will be reimbursed the regular mileage allowance.

IX. RATES OF PER DIEM AND ALLOWANCE FOR SUBSISTENCE

A. Classes of Travel

1. Class A Travel - An authorized traveler may be allowed either of the following:

- \$50 per diem (\$12.50 per quarter), or
- The actual necessary and reasonable lodging cost at a single occupancy rate plus the allowance for applicable meals as authorized for Class C travel. Actual lodging expenses shall be substantiated by itemized, original paid invoices. When planning for travel and making hotel/motel reservations, travelers should make cost a major consideration. Government, corporate or other special rates should be requested and obtained when the rate results in savings to the District. When selecting a hotel/motel, travelers should also consider neighborhood safety and the distance from the hotel/motel to the conference, convention or work assignments. Hotel/motel rates exceeding \$100 (\$150 in major metropolitan areas) must be justified on the TAR.
- A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of the traveler's headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Department/Office Director. In cases where the traveler is a Department/Office Director, approval by the Executive Director is required. Criteria for approval shall include late night or early morning job responsibilities or excessive travel time because of traffic conditions.

2. Class B Travel

The travel period for Class B travel begins at the time of departure from the traveler's point of origin and continues with six-hour quarters until the return to headquarters. A traveler may be allowed those reimbursement rates as stated for Class A travel.

3. Class C Travel

Meal allowances for Class C travel are as follows:

Breakfast - \$3.00 When travel begins before 6:00 a. m. and extends beyond 8:00 a.m.

Lunch - \$6.00 When travel begins before 12:00 noon and extends beyond 2:00 p.m.

Dinner - \$12.00 When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

B. Meal Allowances

- 1 Allowance for meals when travel is confined to the city or town of official headquarters or, immediate vicinity shall be permitted if: (1) the traveler's authorized mileage is 15 miles or more (30 miles round trip), and (2) the meal allowance is authorized by the supervisor.

No allowance for meals shall be made when travel is confined to the city or town of official headquarters or immediate vicinity, and is less than 15 miles unless it is approved in advance by the appropriate Department/Office Director or the Executive Director.

3. Field personnel deemed performing their normal assignment during a regular workday shall not be allowed a meal allowance for lunch. With the express prior approval of the Department Director, meal allowances may be paid while the employee is temporarily reassigned outside of their designated area.
4. When a meal is included in a registration fee, the meal allowance must be deducted even if the traveler decides for personal reasons not to eat the meal. As provided in Attorney General Opinion 081-53, a continental breakfast is considered a meal and must be deducted if included in a registration fee for a conference/convention.

The Class C meal allowance is defined as taxable income by Internal Revenue Service and is subject to withholding of income and social security taxes. It is required to be reported as wages on the traveler's W-2 form. Class C meal allowances must be shown on the traveler's travel expense voucher, deducted from the total claimed. Any travel expense vouchers that include Class C meals will be submitted (by the accounts payable office) to the District's payroll office for payment through the payroll system.

X. COMBINED BUSINESS AND PERSONAL TRAVEL

The District may authorize combined business and personal travel when such combined travel does not interfere with the business purpose of the travel. Employees wishing to combine an authorized leave or personal travel within a travel period of a business trip must have prior approval of the travel expenses by the Department Director. Any airline seating, hotel or other upgrades made for the traveler's personal convenience shall be paid for by the traveler.

Employees traveling under such circumstances shall receive reimbursement at a common carrier rate or direct auto mileage actually incurred, whichever is less, but only for the portion of such travel required for official District business. Reimbursement for other expenses is allowable only for travel costs incurred by the employee on official District business.

XI. OTHER INCIDENTAL TRAVEL EXPENSES

In accordance with Florida Statutes, the following expenses, incidental to travel, are reimbursable to the authorized traveler. They should be listed as "Other Expenses" on the Travel Expense Voucher and all supporting original receipts, if required, should be attached.

- A. Taxi Fares – Necessary taxi fares may be reimbursed and receipts are only required for taxi fares in excess of \$15 (on a per fare basis).

- B. Tolls, Storage Fees, Parking Fees, and other ground transportation fees – Tolls and fees must be for the convenience of the District and not for the traveler based on the most usually traveled route. Receipts are required for each toll or fee in excess of \$5.00.
- C. Registration Fees -- An employee authorized to attend a meeting, conference or convention shall be reimbursed for any required registration fees paid for by the traveler. Receipts are required. However, meals or lodging included in the registration fee shall be deducted in accordance with the Class C meal allowances.
- D. Communication Expenses -- A statement must be made on the original receipt that communication expenses were for District business. Communication expenses to contact the traveler's family or other nonbusiness purposes are not eligible for reimbursement.
- E. Tips -- Actual tips paid to taxi drivers shall not exceed 15 percent of the fare. No receipt is required. The actual gratuity amount paid for mandatory valet parking incurred in connection with authorized travel shall not exceed \$1 per occasion. No receipt is required.
- F. Baggage -- The actual portage charges paid shall not exceed \$1 per bag for a total of \$5 per incident unless additional charges are authorized by the Executive Director. No receipt is required.
- G. Laundry -- The actual laundry and pressing expenses necessary to complete official business when business travel extends beyond seven days. Receipts are required.
- H. Additional Conference/Convention Related Expenses – A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but are not limited to, actual expenses for banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

XII. SUBMISSION OF VOUCHER

A. Travel Voucher

1. The expenses of only one employee shall be included on a single Travel Expense Voucher. A signed voucher is a statement by the employee and their supervisor that expenses claimed were incurred in the performance of official duty. The Travel Expense Voucher form can be found on H:\hr.xxx.xxx
2. All items on a voucher shall appear in chronological order and all expenses for the period should be included.
3. Each day's expense shall be shown separately.
4. If a TAR was required for travel, the original TAR must be attached to the travel expense voucher.
5. The voucher shall be thoroughly checked by the employee before it is submitted to the Division of Financial Management. Financial Management may return the voucher to the employee for correction of errors or omissions before the voucher is processed for payment.

B. Submittal Requirements

1. Vouchers shall be submitted on a timely basis with travel expenses reported no later than one month following occurrence.
2. Only one voucher should be submitted during each accounts payable pay period
3. Vouchers should not be submitted for less than \$25 except as follows:
 - Instances where it is known that no other expenses will be incurred during the next month, or
 - To settle a travel advance which must be submitted within 3 days of returning to work.
4. To recognize travel expenses incurred during the end of the fiscal year, vouchers covering this time period shall be submitted by October 15 of the subsequent fiscal year.

XIII. TRAVEL ADVANCES

A. Request for Travel Advance -- In accordance with Section 112.061(12), Florida Statutes, an employee of the District may request travel advances to cover anticipated travel costs when travel will last more than 48 hours.

B. Submission of Travel Advance

1. Total travel advance shall not exceed 80 percent of total estimated costs for hotel/motel, meal allowances, or per diem. An employee requesting a travel advance shall complete a Travel Authorization Request (TAR). After receiving the appropriate approvals, the TAR should be submitted to the Division of Financial Management at least 14 days prior to the date of departure.
2. When the travel period covered by the advance has ended, the employee shall, within three days, complete a Travel Expense Voucher showing the actual travel information including expenses and submit the approved voucher to the Division of Financial Management for processing. No travel for days outside of the travel advance period should be on this voucher. The voucher should be clearly marked as travel covering a travel advance.
3. A traveler shall not have travel advances outstanding for more than one trip at any time without written justification of circumstances which necessitate an exception to this restriction.