

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020773

1. REQUESTED MOTION:

ACTION REQUESTED: Board approve and execute Agreement No. C-13112 with the South Florida Water Management District for the project known as Ten Mile Canal Filter Marsh (202965) in the amount of \$400,000.00. Participation by the South Florida Water Management was incorporated in the FY97/98-01/02 Capital Improvement Program.

WHY ACTION IS NECESSARY: All contracts and agreements in excess of \$50,000.00 require approval by the Board of County Commissioners.

WHAT ACTION ACCOMPLISHES: Provides funding mechanism for South Florida Water Management District to contribute to the Ten Mile Canal Filter Marsh project.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #: 5

8 - Natural Resources **C8E**

3. MEETING DATE:
07-09-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Works
- C. DIVISION Natural Resources
- BY: Roland E. Ottolini, P.E.

7. BACKGROUND:

The Ten Mile Canal Channel Excavation Project (202965) was approved by the Board of County Commissioners as part of the FY97/98 - 01/02 Capital Improvement Program with funding approved for the following two fiscal years. The project description is to improve the Ten Mile Canal channel by excavation to better convey the 25-year, 3-day storm event per the Ten Mile Canal Surface Water Management Master Plan. Funding from both the South Florida Water Management District and the private sector was anticipated. An assessment study of development impacts on Estero Bay and the Estero Bay Watershed by the South Florida Water Management District indicated the Ten Mile Canal sub-watershed is a priority area of concern for water quality. Meetings of the Water Enhancement and Restoration Coalition resulted in a change of scope to construction of a filter marsh. The goal of the filter marsh is to improve water quality and reduce pollutant load into Estero Bay during low and medium flow periods (approximately 70% of year).

On December 18, 2001, the Board of County Commissioners concurred with the ranking on consultants for CN-01-18, Ten Mile Canal Filter Marsh Project, and authorized contract negotiations with Environmental Consulting and Technology Inc. for a not to exceed amount of \$300,000.00. A negotiated contract was executed on May 2, 2002. With the initiation of professional services, the South Florida Water Management District submitted Agreement C-13112 for their portion of the funding of the project for Lee County approval.

Attachment: Three original agreements.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager
					OA	OM	Risk	GC
<i>6/24/02</i>	<i>[Signature]</i>	<i>N/A</i>	<i>BAD 6/24/02</i>	<i>[Signature]</i>	<i>6-25-02</i>	<i>6/26/02</i>	<i>6/27</i>	<i>6/25/02</i>
								<i>6/24/02</i> <i>by [Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
6/24/02
4300ms
CO. ATTY.
FORWARDED TO:
6/25/02
11:30 AM

RECEIVED BY
COUNTY ADMIN. *PM*
6/25 400
COUNTY ADMIN.
FORWARDED TO:
6/27/02
11AM



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

ADM 28-06

June 20, 2002

Anura Karuna-Muni
Lee County
1500 Monroe Street
Ft Myers, FL 33902

**Subject: Contract No. C-13112
Ten Mile Canal Filter Marsh**

Dear Anura Karuna-Muni:

Enclosed are two (2) copies of the subject agreement. Upon receipt, please forward written notification (email/facsimile) to the individual identified below indicating that the contract documents have been received and will be executed and returned to the District no later than the District's Governing Board meeting date of July 11, 2002. Include the date of the County Commission's Board meeting at which the document will be approved.

Please have them signed and dated by an individual with signature authority on behalf of your organization. A fully signed agreement will be returned to you upon execution by the District.

Note that this agreement is not binding on the parties until it is approved by the appropriate level of authority within the District and fully executed.

The undersigned may be contacted by email at pmryan@sfwmd.gov or by facsimile at 561-681-6275.

Sincerely,

Patrick Ryan
Contract Specialist
Procurement Department

/DLK
Enclosure

c: w/ attachment
Akintunde Owosina, 4720 1612

LEE COUNTY DIV. OF
NATURAL RESOURCES

JUN 24 2002

RECEIVED

GOVERNING BOARD

Trudi K. Williams, *Chair*
Lennart E. Lindahl, *Vice-Chair*
Pamela Brooks-Thomas

Michael Collins
Hugh M. English
Gerardo B. Fernández

Patrick J. Gleason, Ph.D., P.G.
Nicolás J. Gutiérrez, Jr., Esq.
Harkley R. Thornton

EXECUTIVE OFFICE

Henry Dean, *Executive Director*

ORIGINAL



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AGREEMENT

<p>THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS AGREEMENT WITH:</p> <p>Name: LEE COUNTY, FLORIDA</p> <p>Address: 1500 Monroe Street Ft. Myers, FL 33902</p> <p>Project Manager: Anura Karuna-Muni Telephone No: (239) 479-8131 Fax No: (239) 479-8108 Hereinafter referred to as: COUNTY</p>	<p>This number must appear on all Invoices and Correspondence</p> <p style="font-size: 1.2em; font-weight: bold;">C-13112</p> <p>M/WBE Goal: 0%</p> <p>COST SHARING INFORMATION</p> <p>Total Project Cost: \$ 2,440,000.00</p> <p>COUNTY Contribution: \$ 1,990,000.00</p>														
<p>PROJECT TITLE: TEN MILE CANAL FILTER MARSH</p>															
<p>The following Exhibits are attached hereto and made a part of this AGREEMENT:</p> <table style="width: 100%;"> <tr> <td>Exhibit "A" - Not Applicable</td> <td>Exhibit "H" - Not Applicable</td> </tr> <tr> <td>Exhibit "B" - General Terms and Conditions</td> <td>Exhibit "I" - Not Applicable</td> </tr> <tr> <td>Exhibit "C" - Statement of Work</td> <td>Exhibit "J" - Not Applicable</td> </tr> <tr> <td>Exhibit "D" - Payment and Deliverable Schedule</td> <td>Exhibit "K" - Not Applicable</td> </tr> <tr> <td>Exhibit "E" - Not Applicable</td> <td>Exhibit "L" - Not Applicable</td> </tr> <tr> <td>Exhibit "F" - Not Applicable</td> <td>Exhibit "M" - Not Applicable</td> </tr> <tr> <td>Exhibit "G" - Not Applicable</td> <td></td> </tr> </table>		Exhibit "A" - Not Applicable	Exhibit "H" - Not Applicable	Exhibit "B" - General Terms and Conditions	Exhibit "I" - Not Applicable	Exhibit "C" - Statement of Work	Exhibit "J" - Not Applicable	Exhibit "D" - Payment and Deliverable Schedule	Exhibit "K" - Not Applicable	Exhibit "E" - Not Applicable	Exhibit "L" - Not Applicable	Exhibit "F" - Not Applicable	Exhibit "M" - Not Applicable	Exhibit "G" - Not Applicable	
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<p>TOTAL DISTRICT CONSIDERATION: \$450,000.00 AGREEMENT TYPE: Not-to-Exceed</p> <p>Multi-Year Funding (If Applicable)</p> <table style="width: 100%;"> <tr> <td>Fiscal Year: October 1, 2001-September 30, 2002</td> <td style="text-align: right;">\$400,000.00</td> <td>Fiscal Year:</td> </tr> <tr> <td>Fiscal Year: October 1, 2002-September 30, 2003</td> <td style="text-align: right;">\$50,000.00*</td> <td>Fiscal Year:</td> </tr> <tr> <td>Fiscal Year:</td> <td></td> <td>Fiscal Year:</td> </tr> </table> <p>*Subject to District Governing Board Annual Budget Approval</p>		Fiscal Year: October 1, 2001-September 30, 2002	\$400,000.00	Fiscal Year:	Fiscal Year: October 1, 2002-September 30, 2003	\$50,000.00*	Fiscal Year:	Fiscal Year:		Fiscal Year:					
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Fiscal Year: October 1, 2002-September 30, 2003	\$50,000.00*	Fiscal Year:													
Fiscal Year:		Fiscal Year:													
<p>AGREEMENT TERM: 30 Months EFFECTIVE DATE: Last Date of Execution by the Parties</p> <p>District Project Manager: Akintunde Owosina District Contract Administrator: Patrick Ryan (561) 682-6757</p> <p>Telephone No: (239) 338-2929 Fax No.: (561) 682-6397 or (561) 681-6275</p> <p>Fax No. (239) 338-2936</p>															
<p>SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT:</p> <p>South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 <u>Attention:</u> Procurement Department</p>	<p>SUBMIT NOTICES TO THE COUNTY AT: LEE COUNTY, FLORIDA</p> <p>1500 Monroe Street Ft. Myers, FL 33902 <u>Attention:</u> Anura Karuna-Muni</p>														
<p>IN WITNESS WHEREOF, the authorized representative hereby executes this AGREEMENT on this date, and accepts all Terms and Conditions under which it is issued.</p>															
<p>LEE COUNTY, FLORIDA</p> <p>Accepted By: _____ Signature of Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD</p> <p>Accepted By: _____ Frank Hayden, Procurement Director</p> <p>Date: _____</p> <p>SFWMD PROCUREMENT APPROVED By: Patrick M. Ryan Date: 6/26/02 <i>NOTE</i> <i>6/26/02</i></p>														



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The COUNTY shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C" and made a part of this AGREEMENT.

1.2 As part of the services to be provided by the COUNTY under this AGREEMENT, the COUNTY shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The COUNTY shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the AGREEMENT. This paragraph shall survive the expiration or termination of this AGREEMENT.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this AGREEMENT.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the DISTRICT pursuant to this AGREEMENT shall not exceed the amount as indicated on Page 1 of this AGREEMENT. Such amount includes all expenses which the COUNTY may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this AGREEMENT shall be paid in accordance with, and subject to the multi-year funding allocations for each DISTRICT fiscal year indicated on Page 1 of this AGREEMENT. Funding for each applicable fiscal year of this AGREEMENT is subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this AGREEMENT shall terminate upon expenditure of the current funding, notwithstanding other provisions in

this AGREEMENT to the contrary. The DISTRICT will notify the COUNTY in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this AGREEMENT.

2.3 The COUNTY assumes sole responsibility for all work which is performed pursuant to the Statement of Work, Exhibit "C". By providing funding hereunder, the DISTRICT does not make any warranty, guaranty, or any representation whatsoever regarding the correctness, accuracy, or reliability of any of the work performed hereunder.

2.4 The COUNTY by executing this AGREEMENT, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The COUNTY agrees that the DISTRICT may adjust the consideration for this AGREEMENT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The DISTRICT shall make any such adjustment within one (1) year following the expiration or termination of this AGREEMENT.

ARTICLE 3 - INVOICING AND PAYMENT

3.1 The COUNTY's invoices shall reference the DISTRICT's Contract Number and shall be sent to the DISTRICT's address specified on Page 1 of this AGREEMENT. The COUNTY shall not submit invoices to any other address at the DISTRICT.

3.2 The COUNTY shall submit the invoices on a completion of deliverable basis, pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached hereto as Exhibit "D" and made a part of this AGREEMENT. In the event the schedule does not specify payment on a completion of deliverable basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget, including but not limited to, copies of approved timesheets, payment vouchers, expense reports, receipts and subcontractor invoices.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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3.3 The **DISTRICT** shall pay the full amount of the invoice within thirty (30) days following **DISTRICT** acceptance of services and/or deliverable(s) required by this **AGREEMENT**. However, failure by the **COUNTY** to follow the foregoing instructions and submit acceptable services and or deliverables(s) may result in an unavoidable delay of payment by the **DISTRICT**.

3.4 Unless otherwise stated herein, the **DISTRICT** shall not pay for any obligation or expenditure made by the **COUNTY** prior to the commencement date of this **AGREEMENT**.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **AGREEMENT**, other than invoices and notices, to the attention of the respective Project Managers specified on Page 1 of the **AGREEMENT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **AGREEMENT**. The **COUNTY** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Administrator specified on Page 1 of the **AGREEMENT**.

All formal notices between the parties under this **AGREEMENT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on Page 1 of the **AGREEMENT**. The **COUNTY** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **AGREEMENT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **AGREEMENT** shall reference the **DISTRICT's** Contract Number specified on Page 1 of the **AGREEMENT**.

ARTICLE 5 - INSURANCE

5.1 The **COUNTY** assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the **COUNTY** and the officers, employees, servants, and agents thereof. The **COUNTY** warrants and represents that it is self-funded for Worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the **COUNTY's** officers, employees, servants and agents while acting within the scope of their employment during performance under this **AGREEMENT**. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

5.2 In the event the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **COUNTY**. Any contract awarded by the **COUNTY** for work under this **AGREEMENT** shall include a provision whereby the **COUNTY's** subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the **DISTRICT** harmless from all damages arising in connection with the **COUNTY's** subcontract.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 If either party fails to fulfill its obligations under this **AGREEMENT** in a timely and proper manner, the other party shall have the right to terminate this **AGREEMENT** by giving written notice of any deficiency. The party in default shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, the non-defaulting party shall have the option to terminate this **AGREEMENT**.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

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at the expiration of the ten (10) day time period. Should the **DISTRICT** elect to terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover reprocurement costs, in addition to all other remedies under law and/or equity.

6.2 The **DISTRICT** may terminate this **AGREEMENT** with or without cause at any time for convenience upon thirty (30) calendar days prior written notice to the **COUNTY**. The performance of work under this **AGREEMENT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **COUNTY** of a Notice of Termination specifying the extent to which performance of work under the **AGREEMENT** is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **COUNTY** for all authorized and accepted deliverables completed through the date of termination in accordance with Exhibit "C", Statement of Work. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **AGREEMENT**. The **DISTRICT** may withhold all payments to the **COUNTY** for such work until such time as the **DISTRICT** determines the exact amount due to the **COUNTY**.

6.3 If either party initiates legal action, including appeals, to enforce this **AGREEMENT**, the prevailing party shall be entitled to recover a reasonable attorney's fee, based upon the fair market value of the services provided.

6.4 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.5 The **DISTRICT** may order that all or part of the work stop if circumstances dictate that this action is in the **DISTRICT's** best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the **DISTRICT's** Governing Board, a condition of immediate danger to **DISTRICT** employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the **COUNTY** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **COUNTY** in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The **COUNTY** shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the **DISTRICT** is received. Upon resumption of work, if deemed appropriate by the **DISTRICT**, the **DISTRICT** shall initiate an amendment to this **AGREEMENT** to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

6.6 The **DISTRICT** anticipates a total project cost as indicated on Page 1, with the balance of matching funds and/or in-kind services to be obtained from the **COUNTY** in the amount as specified on Page 1 of this **AGREEMENT**. In the event such **COUNTY** matching funding and/or in-kind services becomes unavailable, that shall be good and sufficient cause for the **DISTRICT** to terminate the **AGREEMENT** pursuant to Paragraph 6.2 above.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The **COUNTY** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this AGREEMENT.

B. Examination of Records: The DISTRICT or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this AGREEMENT. Such examination may be made only within five years from the date of final payment under this AGREEMENT and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the DISTRICT should become involved in a legal dispute with a third party arising from performance under this AGREEMENT, the COUNTY shall extend the period of maintenance for all records relating to the AGREEMENT until the final disposition of the legal dispute, and all such records shall be made readily available to the DISTRICT.

7.2 The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the COUNTY, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work (the "Work"). In consideration for the DISTRICT entering into this AGREEMENT, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the COUNTY, the COUNTY hereby assigns, transfers, sells and otherwise grants to the DISTRICT any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the COUNTY agrees to execute and deliver to the DISTRICT any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the DISTRICT. The COUNTY may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This

paragraph shall survive the termination or expiration of this AGREEMENT.

7.3 The COUNTY represents and warrants that proprietary software, if any, to be provided to the DISTRICT by the COUNTY hereunder, as specifically identified in Exhibit "C", Statement of Work shall have been developed solely by or for the COUNTY, or lawfully acquired under license from a third party, including the right to sublicense such software. The COUNTY shall include copyright or proprietary legends in the software and on the label of the medium used to transmit the software. The COUNTY shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. The DISTRICT acknowledges that title to the software identified in Exhibit "C" shall remain with the Licensor.

7.4 Any equipment purchased by the COUNTY with DISTRICT funding under this CONTRACT shall be returned and title transferred from the COUNTY to the DISTRICT immediately upon termination or expiration of this AGREEMENT upon the written request of the DISTRICT not less than thirty (30) days prior to AGREEMENT expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the DISTRICT with a value equal to or greater than \$500.00 and with a normal expected life of one (1) year or more. The COUNTY will maintain any such equipment in good working condition while in its possession and will return the equipment to the DISTRICT in good condition, less normal wear and tear. The COUNTY will use its best efforts to safeguard the equipment throughout the period of performance of this AGREEMENT. However the DISTRICT will not hold the COUNTY liable for loss or damage due to causes beyond the COUNTY's reasonable control. In the event of loss or damage, the COUNTY shall notify the DISTRICT in writing within five (5) working days of such occurrence.

7.5 The DISTRICT has acquired the right to use certain software under license from third parties. For purposes of this AGREEMENT, the DISTRICT may permit the COUNTY access to certain third



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party owned software on **DISTRICT** computer systems. The **COUNTY** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **COUNTY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.

8.2 The **COUNTY** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **AGREEMENT**. The **COUNTY** shall take all measures necessary to effectuate these assurances.

8.3 The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

8.4 The **COUNTY**, by its execution of this **AGREEMENT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or, if the **COUNTY** or any affiliate of the **COUNTY** has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The **COUNTY** further understands and accepts that this **AGREEMENT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance

with the mandates of Section 287.133, Florida Statutes.

The **DISTRICT**, in the event of such termination, shall not incur any liability to the **COUNTY** for any work or materials furnished.

8.5 The **COUNTY** shall be responsible and liable for the payment of all of its FICA/Social Security and other applicable taxes resulting from this **AGREEMENT**.

8.6 The **COUNTY** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **COUNTY**, to solicit or secure this **AGREEMENT**. Further the **COUNTY** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **COUNTY**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **AGREEMENT**. For breach of this provision, the **DISTRICT** may terminate this **AGREEMENT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.7 The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.

8.7.1 Pursuant to Sections 119.07(3)(o), and 240.241 Florida Statutes, data processing software obtained by an agency under a license **AGREEMENT** which prohibits its disclosure and which software is a trade secret, as defined in Sections 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **COUNTY** (Licensee) hereunder, the **DISTRICT** shall advise the **COUNTY** (Licensee) of such request and, as between the **DISTRICT** and the **COUNTY**



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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(Licensee), it shall be the COUNTY's (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.8 The COUNTY shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this AGREEMENT. A delay in obtaining permits shall not give rise to a claim by the COUNTY for additional compensation. If the COUNTY is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this AGREEMENT, each party to bear its own costs, notwithstanding other provisions of this AGREEMENT to the contrary.

8.9 Pursuant to Section 216.347, F.S., the COUNTY is prohibited from the expenditure of any funds under this AGREEMENT to lobby the Legislature, the judicial branch, or another state agency.

8.10 The DISTRICT is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this AGREEMENT involves a project consistent with these goals and objectives. Consequently, the DISTRICT is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its COUNTY. Therefore, as the DISTRICT'S COUNTY for this project, the COUNTY assures the DISTRICT that the COUNTY, its employees, subcontractors and assigns will refrain from acting adverse to the DISTRICT'S legitimate interest in promoting the goals and objectives of this project. The COUNTY agrees to take all reasonable measures necessary to effectuate these assurances. In the event the COUNTY determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the DISTRICT. Upon such notification the DISTRICT, in its discretion, may terminate this AGREEMENT.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 The COUNTY shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this AGREEMENT shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this AGREEMENT. Both parties are free to enter into contracts with other parties for similar services.

9.2 It is the intent and understanding of the Parties that this AGREEMENT is solely for the benefit of the COUNTY and the DISTRICT. No person or entity other than the COUNTY or the DISTRICT shall have any rights or privileges under this AGREEMENT in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The COUNTY shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this AGREEMENT without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be void.

9.4 The COUNTY shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgement, lien, or any form of indebtedness.

9.5 The DISTRICT assumes no duty with regard to the supervision of the COUNTY and the COUNTY shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of AGREEMENT performance.

ARTICLE 10 - MBE PARTICIPATION

10.1 The COUNTY hereby acknowledges that no Minority Business Enterprises (MBE) participation goal has been established for this AGREEMENT; however, both parties agree to provide the other advance notice of competitive contracts that may result from this AGREEMENT along with timelines



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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GENERAL TERMS AND CONDITIONS

for public notice and award of such contracts. In the event subsequent competitive contract awards do result in M/WBE participation, such participation shall be reported to the other party. Both the **COUNTY** and the **DISTRICT** will ensure compliance with the provisions of their respective program, laws, ordinances and policies and will support the other's initiatives to the extent allowed by law.

ARTICLE 11 - YEAR 2000 COMPLIANCE

Article 11 is hereby deleted.

ARTICLE 12 - GENERAL PROVISIONS

12.1 Notwithstanding any provisions of this **AGREEMENT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **AGREEMENT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **AGREEMENT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **AGREEMENT** specifies that performance by **COUNTY** is specifically required during the occurrence of any of the events herein mentioned.

12.2 In the event any provisions of this **AGREEMENT** shall conflict, or appear to conflict, the **AGREEMENT**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

12.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No

waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

12.4 Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

12.5 This **AGREEMENT** may be amended only with the written approval of the parties hereto.

12.6 This **AGREEMENT** states the entire understanding and **AGREEMENT** between the parties and supersedes any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matter of this **AGREEMENT**. The **COUNTY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 13 - SAFETY REQUIREMENTS

13.1 The **COUNTY** shall require appropriate personal protective equipment in all operations where there is exposure to hazardous conditions.

13.2 The **COUNTY** shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective



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measures. A Material Safety Data Sheet (MSDS) shall be provided by the **COUNTY** to the **DISTRICT** on each chemical product used.

13.3 The **COUNTY** shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or **DISTRICT** safety and health standards.

13.4 It is the **COUNTY's** sole duty to provide safe and healthful working conditions to its employees and those of the **DISTRICT** on and about the site of **AGREEMENT** performance.

13.5 The **COUNTY** shall initiate and maintain an accident prevention program which shall include, but shall not be limited to, establishing and supervising programs for the education and training of employees in the recognition, avoidance, and prevention of unsafe conditions and acts.

13.6 The **COUNTY** shall erect and maintain, as required by existing conditions and performance of the **AGREEMENT**, reasonable safeguards for safety and protection, including posting of danger signs and other warnings, against hazards.

13.7 The **COUNTY** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

13.7.1 employees on the work and other persons who may be affected thereby; including pedestrians, visitors, or traveling public;

13.7.2 the work, materials, and equipment to be incorporated therein; whether in storage on or off the site, under care, custody or control of the **COUNTY**, or the **COUNTY's** subcontractors; and

13.7.3 other properties at the site or adjacent thereto; such as trees, shrubs, lawns, walks, utilities, pavement, roadways, structures, building, vehicles, and equipment not designated for removal, relocation or replacement in the course of work.

13.8 The **COUNTY** shall provide first aid services and medical care to its employees.

13.9 The **COUNTY** shall develop and maintain an effective fire protection and prevention procedures and good housekeeping practices on the work site throughout the **AGREEMENT**.

13.10 *Emergencies:* In emergency affecting safety of persons or property on or about the site or as a result of the work; the **COUNTY** shall act, timely and with due diligence, to prevent threatened damage, injury, or loss.

13.11 *Environmental:* When the **COUNTY**, **COUNTY's** subcontractors, or subcontractors, use petroleum products, hazardous chemicals, or any other chemicals used on or about the site, the **COUNTY** shall be responsible for handling these chemical constituents in accordance with federal, state and local regulations during the terms of the **AGREEMENT**. For accidental discharges or releases onto the floor, air, ground, surface waters, ground waters, it shall be the **COUNTY's** sole responsibility to respond immediately to clean the site, at his expense, to the complete satisfaction of federal, state, local regulatory agencies and to the **DISTRICT** requirements.

13.12 The **DISTRICT** may order the **COUNTY** to halt operations under the **AGREEMENT**, at the **COUNTY's** expense, if a condition of immediate danger to the public and/or **DISTRICT** employees, equipment, or property exist. This provision shall not shift the responsibility or risk of loss for injuries or damage sustained from the **COUNTY** to the **DISTRICT**; and the **COUNTY** shall remain solely responsible for compliance with all federal, state and local safety requirements, provisions of this section, and safety of all persons and property on or about the site.

EXHIBIT "C"

STATEMENT OF WORK

Ten Mile Canal Filter Marsh Project

Estero Bay Improvement

1.0. INTRODUCTION

The Ten-Mile Canal is a major tributary of Estero Bay and represents a small but significant portion of the Estero Bay Watershed. The Ten-Mile Canal does not discharge directly into the bay, it is an important conveyance into Mullock Creek, an Outstanding Florida Water (OFW), which in turn flows directly into the bay. The Ten-Mile Canal flows to Mullock Creek combines flows from both the Ten-Mile Canal and the Six-Mile Cypress watersheds. A map showing the location of these sub-watersheds within the Estero Bay watershed is presented as Figure 1.

The Estero Bay watershed is under significant development pressure with potential impact on stormwater runoff characteristics, salinity patterns and temporal variations within the bay and nutrient and turbidity levels. Environmental quality in the bay is particularly vulnerable to future degradation due to increasing urbanization and the bay's limited volume. To adequately quantify the effects of existing and future development on the bay and watershed and to facilitate development of management strategies that will protect the bay and watershed, the South Florida Water Management District (District) undertook a two (2) phase assessment of the Estero Bay and Estero Bay Watershed, Phase I of which was completed in 1999. A portion of the Phase I study involved characterization of the watersheds using a number of key criteria, which included urban runoff, suspended solids loading, nitrogen and phosphorous loading and industrial discharge. While preliminary in nature, the assessment provided a relative ranking for the various sub-watersheds in the Estero Bay Watershed. The Ten-Mile Canal sub-watershed consistently ranked high as a priority sub-watershed and ranked second overall of all tertiary basins based on area weighted ranking. Other studies in the region such as the Lee County Storm Water Master Plan and the Estero Bay Agency on Bay Management State of the Bay report identify the Ten Mile Canal Watershed as a priority area of concern. In response to these findings, a public private partnership, the Water Enhancement and Restoration Coalition, came together to explore restoration and enhancement opportunities Ten Mile Canal Watershed. The coalition identified and supported a previously recommended Ten-Mile Canal Filter Marsh project as a project that provides water quality improvement. The project was presented to Lee County (County) and other agencies for funding and implementation. The County Department of Natural Resources undertook to implement and manage the project with a scheduled start date of January 2002. Funding for the project is expected to come from the private sector, the County and the District.

This project scope describes the participation of District in the project and the expected deliverables. This project involves the construction of a filter marsh along Ten-Mile Canal with a view to providing water quality improvement during periods of low to medium flows to Estero Bay. The proposed project location is shown in Figure 2. This effort is consistent with and complementary to the Districts mission and goals in the areas of water quality and natural systems.

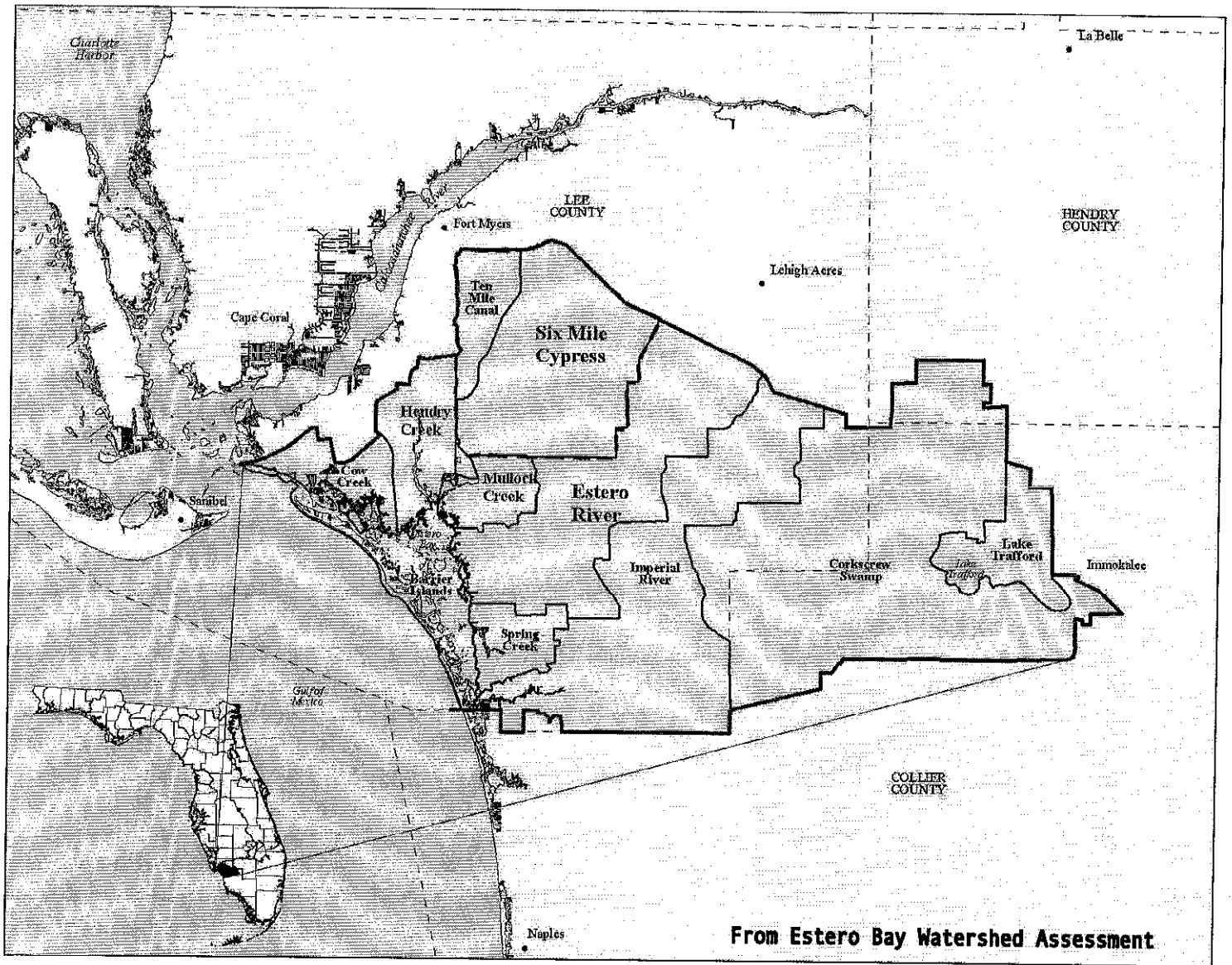


FIGURE 1. Estero Bay Watershed Showing Ten Mile Canal/Six Mile Cypress Slough Watersheds

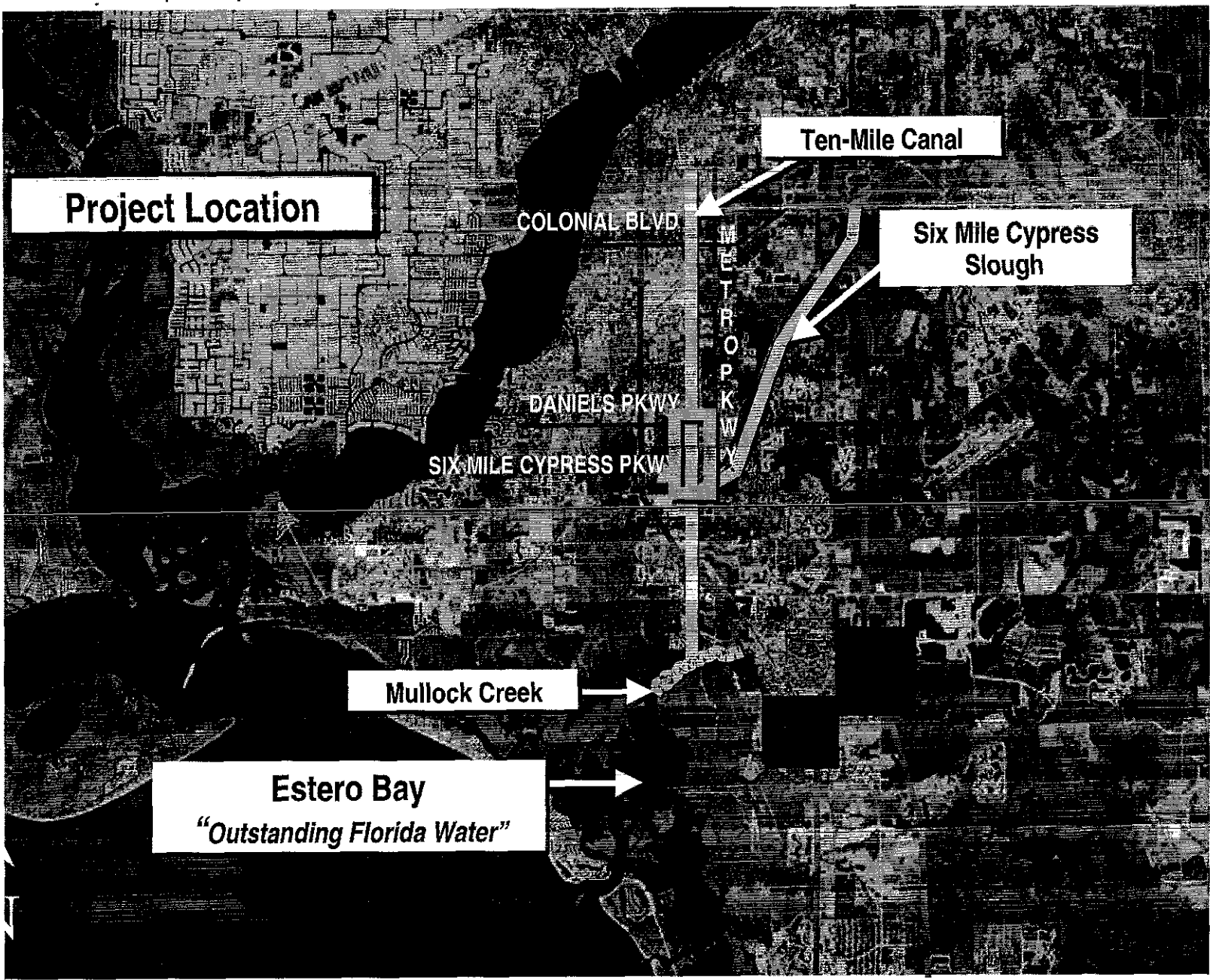


FIGURE 2. Proposed Location of Ten-Mile Canal Filter Marsh

2.0 OBJECTIVES

Water quality of inflows to Estero Bay and tributaries to Estero Bay which are OFW, has been a concern to private citizens, local governments and government agencies and businesses that use the resource or are responsible for its management. Over the years a number of studies have identified potential areas of concern and proposed projects to improve the quality of water that flows into Estero Bay. The Ten-Mile Canal Filter Marsh project is one of these projects and was developed to provide water quality improvements for flows in the Tine Mile Canal. Constructed back in the 1920s, the focus of the Ten Mile Canal (then the Line A Canal) was flood control. Improvements in the 1970's included widening and installation of structures for improvement of conveyance and protection of water resources (salt-water intrusion). The Ten-Mile Canal currently drains a portion of the Estero Bay Watershed with older projects that were developed prior to the implementation of current permitting standards.

The goal of the filter marsh project is to effect water quality improvement to flows into Estero Bay during low flow periods, which represent over 70% of the year. The size and residence requirements of the marsh limit its ability to provide necessary treatment during high flow periods. The actual load reduction goals will be determined as part of the design phase of the project. The project would also result in the development of data and information on performance of filter marsh systems for water quality improvement in Estero Bay Watershed.

3.0 SCOPE OF WORK

The County shall be responsible for the satisfactory completion of all work under this project. The County shall initiate and manage the Filter Marsh Project from its design stage through construction, management and operation. The County shall be responsible for the selection of and hiring of Engineering / Design consultants, contractors, and other professionals necessary to complete the project in accordance with procurement practices governed by Florida statute. The County shall be responsible for securing permits necessary for the project. The District shall review deliverables and provide input to the project as specified in the work breakdown structure and as agreed to by the District and County Project Managers.

The County shall conduct the following activities and other activities necessary to complete the project.

- The County shall select and hire a consultant to design the project.
- The County shall conduct data acquisition and evaluation necessary for an effective filter marsh design.
- The County shall meet with partners and stakeholders to discuss the progress of the project.
- The County shall design the project.
- The County shall develop engineering, and environmental design plans and specifications necessary to obtain permits for the construction of the project.
- The County shall make the design documents available to the District for review and take review comments to preliminary design and final design alternatives.
- The County shall develop contract documents, select, and hire construction contractor(s) to build the project.
- The County shall undertake construction and construction management activities necessary to complete the project.
- The County shall conduct water quality testing to establish system effectiveness, design and implement system monitoring plan and manage the system following construction.

4.0 WORK BREAKDOWN STRUCTURE

The project involves the design, construction and operation of a filter marsh along the Ten Mile Canal in Lee County. The marsh may be located on County right of way between Daniels Parkway (to the north) and Six-Mile Cypress Parkway (to the south).

Task 1 Project Kickoff:

Within two (2) weeks of the execution of the agreement, the County shall meet with its consultants and District staff to discuss the project and make sure that both the County's Project Manager and the District Project Manager are in agreement as to the expectation of the project and scope of the work to be conducted. The Contractor shall submit minutes of this meeting to the District. In addition, the County shall submit to the District a Project Work Plan (PWP) and a schedule of activities for the project. The deliverables are due within two weeks of the kick off meeting.

Task 2a Preliminary Design Phase:

The County shall provide documentation of design alternatives and copies of the preliminary design to the District within eight (8) weeks of execution of the agreement. The documents shall summarize the data acquisition and evaluation that was undertaken to produce the design. The District will provide review comments to the County within two (2) weeks of receipt of the deliverables.

Task 2b Detailed Design Phase:

The County and/or its consultant shall incorporate the comments or meet with District staff to discuss design recommendations that will not be incorporated. The County shall provide copies of the final detailed design to the District within 26 weeks of execution of the agreement. Along with the design details, the final alternative shall describe the operation of the filter marsh and management activities necessary to maintain effectiveness.

Task 3 Preconstruction activities:

Preconstruction activities shall include, but are not limited, to activities necessary to prepare and submit permit applications, activities necessary to prepare bid documents and to select contractor(s). The preconstruction activities may also include activities necessary for refinement of detailed design and specifications for regulatory compliance and any right of entry of site access, acquisition of additional lands or easements needed to ensure access to the proposed project site, or additional sites that may be identified. Preconstruction activities shall be considered complete when all necessary permits have been issued and a notice to proceed has been issued for the construction of the filter marsh.

Task 4a Construction Activities (FY02):

Construction activities shall include, but are not limited to, activities such as site clearing and preparation, establishment of controls (datum), excavation or earth moving works, installation of pipes, pumps, meters etc, vegetation, site restoration and equipment demobilization. Some pre-construction monitoring activities and some construction activities such as site preparation may precede the design task (Tasks 2a and 2b). The deliverables from these activities will be submitted to the District either on completion of the activities or along with other Task 4 activities. The County shall provide "As-Built" drawings, completion reports and other documentation indicating completion of phases of the construction activities including copies of approved invoices from contractor(s) to the District for reimbursement.

Task 4b Construction Activities (FY03):

Construction activities shall include, but are not limited to, activities such as site clearing and preparation, establishment of controls (datum), excavation or earth moving works, installation of pipes, pumps, meters

etc, vegetation, site restoration and equipment demobilization. The County shall provide "As-Built" drawings, completion reports and other documentation indicating completion of phases of the construction activities including copies of approved invoices from contractor(s) to the District for reimbursement.

Task 5 Final Construction Documents:

Project wrap up shall include, but is not limited to, hydration of the constructed marsh, water quality testing and monitoring of the marsh to establish effectiveness and recommendation of system improvements etc. The County shall provide documentation of project completion in accordance with regulatory requirements, provide an operation and maintenance manual or report complete with a monitoring plan for evaluating the effectiveness of the filter marsh.

5.0 SUMMARY OF DELIVERABLES AND PAYMENT SCHEDULE

The deliverables listing and due dates in Exhibit "D" correlate to Tasks in the Work Breakdown section. The tentative due dates are defined as the number of months from the date of contract execution (start-up). The projected due dates will be presented in a proposed project schedule to be submitted by the County as part of Task 1.

The County shall be responsible for maintaining and conducting monthly briefing with District's Project Manager. In conjunction with briefing, the County shall provide summary progress reports to the District, which shall describe the extent of the project completion.

The County shall provide to the District three (3) copies of all construction reports designated in Task 4a and Task 4b. The County shall also provide two (2) copies of the Operation and Maintenance Manual designated in Task 5.

The County shall provide, as supporting documentation, all work products associated with the completion of each task designated in Section 4, Work Breakdown Structure. These documents and/or data shall be submitted in either electronic or hard copy format as determined by the District.

The District shall inspect and approve all work before authorization of payment request by the County.

The District shall perform a final inspection of the project upon receipt of the certified "as-built" drawings and specifications.

EXHIBIT "D"
PAYMENT AND DELIVERABLE SCHEDULE

TASK*	DUE DATE**	DISTRICT NOT-TO-EXCEED AMOUNT	COUNTY COST SHARE	TOTAL PROJECT COST(\$)
Task 1: Project Kickoff Meeting. Deliverable: Project Schedule and Work Plan.	1 Month	\$ 1,000.00	\$ 0.00	\$ 1,000.00
Task 2a: Design Phase (Preliminary Design). Deliverable: Preliminary design documents.	2 Month	\$ 40,000.00	\$ 0.00	\$ 40,000.00
Task 2b: Design Phase (Final Design). Deliverable: Final design documents.	6 Month	\$ 60,000.00	\$ 250,000.00	\$ 310,000.00
Task 3: Preconstruction Deliverable: Project Work Plan and QA/QC Plan submitted for review and acceptance by the District.	8 Months	\$ 49,000.00	\$ 90,000.00	\$ 139,000.00
Task 4a: Construction Activities (Yr. 1) Deliverables: Completion Reports	11 Months	\$ 250,000.00	\$ 650,000.00	\$ 900,000.00
Total Year 1 Cost:		\$ 400,000.00	\$ 990,000.00	\$ 1,390,000.00
Task 4b: Construction Activities (Yr. 2) Deliverables: Completion Reports	15 Months	\$ 0.00	\$ 850,000.00	\$ 850,000.00
Task 5: Final Construction Documents (Yr. 2) Deliverables: Certificate of completion	18 Months	\$ 50,000.00	\$ 150,000.00	\$ 200,000.00
Total Year 2 Cost:		\$ 50,000.00	\$ 1,000,000.00	\$ 1,050,000.00

* Tasks include submission of all required deliverables by the specified due date.
** Due Dates are the number of months following the date of Agreement execution.

TOTAL P.03

The County shall submit invoices on a completion of deliverable basis and provide written certification by the Project Manager authorized on behalf of the County to certify that this project is completed in accordance with Exhibit "C" to this Agreement.

The County shall invoice the District in accordance with this Payment and Deliverable Schedule. The District will perform a final inspection of the project upon receipt of the certified "as-built" drawings and specifications. Payment by the District is subject to receipt and acceptance of deliverables by the District. All invoices shall be accompanied by adequate supporting documentation as described in Article 3.2 of the Agreement, including copies of invoices paid by the County.