

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
LAKE SEMINOLE DREDGING PROJECT (N191)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, for itself and on behalf of the Pinellas-Anclote River Basin Board, hereinafter collectively referred to as the "DISTRICT," and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of design, permitting and implementation of whole lake sediment removal in Lake Seminole, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the PROJECT worthwhile and desires to assist the COUNTY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COUNTY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT: Nancy T. Norton, P.E.
Southwest Florida Water Management District
7601 U.S. Highway 301 North
Tampa, Florida 33637

Project Manager for the COUNTY: Kelli Levy
Pinellas County Environmental Management
300 South Garden Avenue
Clearwater, Florida 33756

Any changes to the above representatives or addresses must be provided to the other party in writing.

1.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Department Director, or Deputy Executive Director if the Department Director is the Project Manager. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 6 Contract Period.

1.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget contained in the Project Plan set forth in Exhibit "B" or, if applicable, the refined budget as set forth in Paragraph 3.2 below. The adjustment must be in writing, explain the reason for the adjustment, and be signed by the Project Manager, his or her Department Director and Deputy Executive Director. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK. Upon receipt of written notice to proceed from the DISTRICT, the COUNTY will perform the services necessary to complete the PROJECT in accordance with the Special Project Terms and Conditions set forth in Exhibit "A" and the COUNTY'S Project Plan set forth in Exhibit "B." Any changes to this Scope of Work and associated costs, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COUNTY prior to being performed by the COUNTY, subject to the provisions of Paragraph 3, Funding. The COUNTY will be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages in order to complete the PROJECT.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Sixteen Million Seven Hundred Thousand Dollars (\$16,700,000). The DISTRICT agrees to fund PROJECT costs up to Eight Million Three Hundred Fifty Thousand Dollars (\$8,350,000), and will have no obligation to pay any costs beyond this maximum amount. The COUNTY agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT. The COUNTY will be the lead party to this Agreement and pay PROJECT costs prior to requesting reimbursement from the DISTRICT.

3.1 Any federal, state, local or grant monies received by the COUNTY for this PROJECT will be applied to equally reduce each party's share of PROJECT costs. The COUNTY will provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. In the event the DISTRICT provides funding for the PROJECT in excess of the DISTRICT'S share

after all federal, state, local and grant monies have been applied as set forth herein, COUNTY will promptly refund such overpaid amounts to the DISTRICT.

- 3.2 The DISTRICT will reimburse the COUNTY for the DISTRICT'S share of the PROJECT costs in accordance with the Project Budget contained in the Project Plan set forth in Exhibit "B." The COUNTY may contract with consultant(s), contractor(s) or both in accordance with the Special Project Terms and Conditions set forth in Exhibit "A." Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT will reimburse the COUNTY for 50 percent of all allowable costs in each DISTRICT approved invoice received from the COUNTY, but at no point in time will the DISTRICT'S expenditure amount under this Agreement exceed expenditures made by the COUNTY. Payment will be made to the COUNTY within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices will be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 1166
Brooksville, Florida 34605-1166

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process. Failure of the COUNTY to submit invoices to the DISTRICT in the manner provided herein will relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

- 3.3 Any travel expenses which may be authorized under this Agreement will be paid in accordance with Section 112.061, F.S., as may be amended from time to time.
- 3.4 The DISTRICT will not reimburse the COUNTY for any purpose not specifically identified in Paragraph 2, Scope of Work.
- 3.5 The DISTRICT will have no obligation and will not reimburse the COUNTY for any costs under this Agreement until construction of the PROJECT has commenced.
- 3.6 Each COUNTY invoice must include the following certification, and the COUNTY hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COUNTY'S matching funds, as represented in this invoice, are directly related to the performance under the Lake Seminole Dredging Project (N191) agreement between the Southwest Florida Water Management District and Pinellas County (Agreement No. 10C00000082), are allowable, allocable, properly documented, and are in accordance with the approved project budget. The COUNTY has

been allocated a total of \$___ in federal, state, local or grant monies for this PROJECT. \$___ has been allocated to this invoice, reducing the DISTRICT'S and COUNTY'S share to \$___."

- 3.7 The DISTRICT'S and the COUNTY'S performance and payment pursuant to this Agreement are contingent upon their Boards appropriating funds for the PROJECT. The DISTRICT and the COUNTY recognize that each of their Boards have approved \$350,000 (total \$700,000) for the PROJECT through Fiscal Year 2010. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT and COUNTY Boards in their annual budgets for future fiscal years.
4. COMPLETION DATES. The COUNTY will commence the PROJECT by June 30, 2010, will complete the PROJECT by December 31, 2016, and will otherwise meet the milestones established in this Agreement, as may be extended by the DISTRICT in accordance with Paragraph 1 of this Agreement. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COUNTY, the COUNTY'S obligations to meet the time frames provided in this Agreement will be suspended for the period of time the condition continues to exist. During such suspension, this Agreement will remain in effect. The suspension of the COUNTY'S obligations provided for in this provision will be the COUNTY'S sole remedy for the delays set forth herein.
5. FAILURE TO COMPLETE PROJECT. The COUNTY will repay the DISTRICT all funds the DISTRICT paid to the COUNTY under this Agreement, if: a) the COUNTY fails to complete the PROJECT in accordance with Paragraph 4 of this Agreement; b) the DISTRICT determines, in its sole discretion and judgment, that the COUNTY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; or c) the COUNTY fails to appropriate sufficient funds to complete the PROJECT. The COUNTY will be obligated to pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of COUNTY'S failure to repay the DISTRICT in accordance with this Paragraph.
6. CONTRACT PERIOD. This Agreement will be effective June 1, 2010 and will remain in effect through December 31, 2016, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COUNTY, whichever occurs first, unless amended in writing by the parties. The COUNTY will not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.
7. PROJECT RECORDS AND DOCUMENTS. Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Payments made to COUNTY under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. The COUNTY will refund to the DISTRICT all such disallowed payments. If an audit is undertaken by either party, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Each party will maintain all such records and documents for at least three (3) years following

completion of the PROJECT. Each party will allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, will be upon the asserting party.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT and the COUNTY, jointly.
9. REPORTS. The COUNTY will provide the DISTRICT with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.
10. LIABILITY. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. The indemnified party will have the right to approve counsel selected by the indemnifying party. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28, F.S. or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this provision will not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet specific milestones established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. In addition to the above, the DISTRICT may terminate this Agreement if, in its sole discretion and judgment, it determines that the COUNTY has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of the PROJECT. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.
12. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notices or copies to the other party. This provision will not be construed as

preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION. The COUNTY will recognize DISTRICT funding and, if applicable, Basin Board funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition will be subject to DISTRICT approval. If construction is involved, the COUNTY will provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT and, if applicable, the Basin Board(s). All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.
14. PERMITS AND REAL PROPERTY RIGHTS. The COUNTY must obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT will have no obligation to reimburse the COUNTY for any costs under this Agreement until the COUNTY has obtained such permits and property rights necessary to undertake the PROJECT.
15. LAW COMPLIANCE. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COUNTY'S professional designers and the DISTRICT'S regulation and projects staff will meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations, however, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.
16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING. The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COUNTY to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.
 - 16.1 If requested, the DISTRICT will assist the COUNTY by sharing information to help the cooperator in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.
 - 16.2 The COUNTY agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as Exhibit "C." The report is required upon final completion of the PROJECT

prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT. Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
18. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the COUNTY.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
20. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the COUNTY is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
21. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COUNTY agrees to include this provision in all subcontracts issued as a result of this Agreement.
22. DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The COUNTY agrees to include this provision in all subcontracts issued as a result of this Agreement.
23. GOVERNING LAW. All aspects of this Agreement are governed by Florida law and venue will be in Hernando County, Florida.

24. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement will remain in force notwithstanding the expiration or termination of this Agreement including Subparagraph 3.1 and Paragraphs 5 and 10.
25. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
26. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to Exhibit "B," and then to Exhibit "C."

Exhibit "A"	Special Project Terms and Conditions
Exhibit "B"	COUNTY'S Project Plan
Exhibit "C"	Minority/Women Owned and Small Business Utilization Report Form

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  8-19-10
David L. Moore, Executive Director Date

PINELLAS COUNTY

By: Karen Williams Seel 7/28/10
Karen Williams Seel, Chair Date
Board of County Commissioners

Approved as to form

By: 
Attorney

Attest: Ken Burke, Clerk

By: 
Deputy Clerk

COOPERATIVE FUNDING AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
LAKE SEMINOLE DREDGING PROJECT (N191)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>NBSM</u>	<u>3/9/10</u>
RISK MGMT	<u>NIA</u>	
CONTRACTS	<u>gmr</u>	<u>3/10/10</u>
DEPT DIRECTOR	<u>VEA</u>	<u>3/16/10</u>
DEPUTY EXEC DIR	<u>@</u>	<u>3/18/10</u>
GOVERNING BOARD		<u>NIA gmR</u>

EXHIBIT "A"
SPECIAL PROJECT TERMS AND CONDITIONS

1. CONTRACTING WITH CONSULTANT AND CONTRACTOR. The COUNTY may engage the services of a consultant(s), hereinafter referred to as the "CONSULTANT," and a contractor(s), hereinafter referred to as the "CONTRACTOR," to perform the services in accordance with the COUNTY'S Project Plan previously submitted to the DISTRICT and attached as Exhibit "B." The COUNTY will be responsible for administering the contracts with the CONSULTANT and CONTRACTOR.
2. APPROVAL OF CONSTRUCTION BID DOCUMENTS. The COUNTY must obtain the DISTRICT'S written approval of all construction bid documents prior to being advertised or otherwise solicited. The DISTRICT will not unreasonably withhold its approval. The DISTRICT'S approval of the construction bid documents does not constitute a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction documents, or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations, or laws. The DISTRICT'S approval will not constitute a waiver of the COUNTY'S obligation to assure that the design professional performs according to the standards of his or her profession. The COUNTY will require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
3. DISTRICT PARTICIPATION IN SELECTING CONSULTANT AND REVIEW OF COUNTY'S SELECTION OF CONTRACTOR. As applicable, upon notifying the COUNTY'S Project Manager, the DISTRICT will have the option of participating as an evaluator in the COUNTY'S process for selecting the CONSULTANT. The COUNTY will provide the DISTRICT with a tabulation of CONTRACTOR bids and a recommendation to award. The COUNTY must obtain the DISTRICT'S approval of the selected CONTRACTOR prior to proceeding with construction of the PROJECT and the DISTRICT will not unreasonably withhold its approval.
4. APPROVAL OF CONTRACTS. The COUNTY must obtain the DISTRICT'S prior written approval of any contracts entered into with its CONSULTANTS and CONTRACTORS. The DISTRICT will not unreasonably withhold its approval.
5. COMPENSATORY TREATMENT AND MITIGATION. This PROJECT will not be used by the CITY or any other entity as compensatory water quality treatment or wetland mitigation for any projects located within or outside of the contributing drainage basin area. This provision will survive the termination or expiration of this Agreement.

EXHIBIT "B" PROJECT PLAN

INTRODUCTION

This design, development, and permitting of the dredging of Lake Seminole is Phase I of the whole lake sediment removal PROJECT. Phase I will comprise design and permitting consistent with the goals and objectives of the *Lake Seminole Watershed Management Plan (WMP) (2001)*, the state and federally approved *Reasonable Assurance Plan (RAP) (2007)*, and the *Lake Seminole Sediment Removal Feasibility Study (2006)* for the removal of nuisance, nutrient rich sediments that have degraded water quality and lake habitats. These documents estimate that there are approximately 1 million cubic yards of organic sediments in the Lake. This sediment removal PROJECT is the number one ranked alternative in the WMP for improving water quality and habitat and to meet the RAP goals.

The PROJECT has two phases. Phase 1 includes design and permitting of sediment removal within Lake Seminole and Phase 2 is construction and operations to remove organic sediments. During Phase 1 the COUNTY will contract with a CONSULTANT to perform engineering, survey, environmental, biological, Geographic Information System (GIS), public interaction, and technical support tasks for the development of a comprehensive whole-lake sediment removal design to protect, enhance, and restore water quality and natural systems. The CONSULTANT will prepare permit applications and assist in acquiring permits. In Phase 2 the COUNTY will hire a CONTRACTOR to perform sediment removal consistent with design plans, specifications and permits.

PROJECT TASKS

PHASE 1:

The COUNTY is the lead for the PROJECT and will contract with a CONSULTANT to provide engineering services for the design and permitting of the sediment removal PROJECT. The major tasks of Phase 1 are detailed below:

Task 1 – Preliminary Design

Under COUNTY direction, the CONSULTANT will review existing PROJECT data, perform a field reconnaissance of the lake and adjacent areas to confirm existing site conditions and to assess potential sites for upland spoil containment, and determine the need for additional sediment sampling, survey, or bathymetry to provide a preliminary design report. The CONSULTANT will develop a feasibility report that includes alternatives analysis, cost estimates, sediment disposal sites and recommendations for PROJECT design. The COUNTY will provide the report to the DISTRICT for review and comment.

Task 2 – PROJECT Design and Permitting

The CONSULTANT, under COUNTY direction, will proceed to PROJECT design based upon COUNTY and DISTRICT review comments and directions. Design will include engineering, survey, environmental, biological, GIS, public interaction, and technical support tasks necessary to acquire permits, and to develop plans and technical specifications for the

PROJECT. The design includes providing a prioritized list of sediment laden areas based on areal estimates of sediment coverage and volumes and a schedule for their removal. Design reports will be provided to the COUNTY and the DISTRICT at the 30%, 60%, and 90% milestones.

Task 3 – Final Design

Once the COUNTY receives all permits and real property rights necessary to complete the PROJECT, the COUNTY will direct its CONSULTANT to provide final plans and technical specifications, and an estimate of probable costs for the PROJECT.

PHASE 2 – Implementation of Sediment Removal

The COUNTY is the lead for the PROJECT and will contract with a CONTRACTOR to provide construction services for the sediment removal PROJECT. The major tasks of Phase 2 are detailed below:

Task 1 – Sediment Disposal

The COUNTY will be responsible for ensuring that sediment dewatering and disposal plans minimize handling costs. The COUNTY will secure sediment dewatering and disposal site(s) prior to issuing a notice to proceed to the successful bidder. Such assurance may include an agreement between the COUNTY and City of Largo for disposal of sediments on the City's Landfill site.

Task 2- PROJECT Bid

The COUNTY will be responsible for preparing bid documents with the aid of the CONSULTANT. The COUNTY will advertise for bids and hold a pre-bid meeting. The COUNTY, with their CONSULTANT, will be responsible for providing responses to questions regarding PROJECT design and specifications. The bid documents will be provided to the DISTRICT for review and approval.

Task 3 – Bid Award

The COUNTY and their CONSULTANT will evaluate bids and prepare a bid tabulation and recommendation for award of the PROJECT and will submit it to the DISTRICT for review and approval.

Task 4 – Construction

The COUNTY will issue a notice to proceed to the successful CONTRACTOR. The COUNTY will be the lead in PROJECT implementation. The DISTRICT may make field visits during the PROJECT.

Task 5 – PROJECT Completion

The COUNTY will be the lead to ensure that all permit conditions and post dredging activities are completed satisfactorily. These activities may include post construction monitoring and/or stabilization and closure of sediment disposal sites.

Task 6 – Construction Management and Inspection (CEI)

The COUNTY will retain the services of a CONSULTANT to provide construction management and inspection services during the construction/installation phase of the

sediment removal design. The COUNTY is the lead in PROJECT implementation and will provide the DISTRICT with PROJECT updates. The DISTRICT may make field visits during the PROJECT.

Task 7 – Operational Oversight and Technical Guidance

The COUNTY will retain the services of the CONSULTANT to provide operational oversight and technical guidance during the implementation phase of the sediment removal process.

PROJECT DELIVERABLES

Two (2) sets, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies.

1. Preliminary Design Report
2. PROJECT Plans and Specifications
3. PROJECT Permits
4. Sediment Disposal Agreements
5. Bid Documents and Bid Tabulation
6. Final As-Built Plans and Reports

PROJECT SCHEDULE

Phase	Activity	Complete
1	Consultant Notice to Proceed	August 1, 2010
1	Preliminary Design Report	June 30, 2011
1	Final Design and Permits	December 31, 2012
2	Bid and Contractor Selection	August 31, 2013
2	Commence Dredging Implementation	December 31, 2013
2	Complete Dredging Implementation	December 31, 2015
2	Project Completion	December 31, 2016

PROJECT FUNDING

TASK	DISTRICT	COUNTY	TOTAL
Phase 1 Design and Permits	\$350,000	\$ 350,000	\$ 700,000
Phase 2 Construction and Construction Management	\$8,000,000	\$8,000,000	\$ 16,000,000
TOTAL	\$8,350,000	\$8,350,000	\$16,700,000

MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

[illegible]

* ☐ Our organization does not collect minority status data.

Signature

Date _____

Print Name and Title



An Equal
Opportunity
Employer

Southwest Florida Water Management District

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
TDD only: 1-800-231-6103 (FL only)
On the Internet at WaterMatters.org

January 3, 2012

H. Paul Senft, Jr.
Chair, Polk
Hugh M. Gramling
Vice Chair, Hillsborough
Douglas B. Tharp
Secretary, Sumter
Albert G. Joerger
Treasurer, Sarasota
Neil Combee
Former Chair, Polk
Todd Pressman
Former Chair, Pinellas
Judith C. Whitehead
Former Chair, Hernando
Jeffrey M. Adams
Pinellas
Michael A. Babb
Hillsborough
Carlos Beruff
Manatee
Bryan K. Beswick
DeSoto
Jennifer E. Closshey
Hillsborough
Randall S. Maggard
Pasco

Blake C. Gullory
Executive Director

Kelli Levy
Pinellas County Department of Environmental Management
300 S. Garden Avenue
Clearwater, Florida 33756

Subject: First Amendment Lake Seminole Dredging Project (N191) SWFWMD
Agreement No. 10C00000082

Kelli
Dear Ms. Levy:

Enclosed is one fully executed original of the First Amendment to the
Agreement between the District and Pinellas County for the subject project.

If you have any questions, please contact me at extension 2203 at the Tampa
office. I look forward to continuing to work with you on this project.

Sincerely,

Nancy T. Norton

Nancy T. Norton, P.E.
Professional Engineer
SWIM Section
Resource Data & Restoration Department

/NTN

T:\SWMP\PROJECTS\ACTIVE PROJECTS\N191 LAKE SEMINOLE DREDGING FY2010\CONTRACT INFO\N191 LK
SEMINOLE DREDGE FIRST AMEND FULLY EXECUTED ORIGINAL CONTRACT.DOC

Enclosures (1)

cc: Finance
N191 File

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
LAKE SEMINOLE DREDGING PROJECT (N191)

This FIRST AMENDMENT entered into and effective this 1st day of October 2011 by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, the DISTRICT and the COUNTY entered into an Agreement effective June 30, 2010 (Original Agreement), for design, permitting and implementation of whole lake sediment removal in Lake Seminole, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties hereto wish to amend the Original Agreement to provide additional funding, due to higher than anticipated Consultant fees.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Original Agreement, effective June 30, 2010, as follows:

1. Paragraph 3, Funding, is hereby amended to increase PROJECT funding \$435,424 by replacing the first two sentences in their entirety as follows:
 3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Seventeen Million One Hundred Thirty-Five Thousand Four Hundred Twenty-Four Dollars (\$17,135,424). The DISTRICT agrees to fund PROJECT costs up to Eight Million Five Hundred Sixty-Seven Thousand Seven Hundred Twelve Dollars (\$8,567,712) and will have no obligation to pay any costs beyond this maximum amount.
2. Sub-Paragraph 3.7, is hereby amended to the extent that the DISTRICT and the COUNTY recognize that each of their Boards have approved \$567,712 (total \$1,135,424) for the PROJECT through Fiscal Year 2012.
3. The Exhibit "B" Project Funding is hereby replaced in its entirety with Exhibit "B" Project Funding (amended October 1, 2011) as follows.

TASK	DISTRICT	COUNTY	TOTAL
Phase 1 Design and Permits	\$567,712	\$567,712	\$1,135,424
Phase 2 Construction and Construction Management	\$8,000,000	\$8,000,000	\$16,000,000
TOTAL	\$8,567,712	\$8,567,712	\$17,135,424

4. The terms, covenants and conditions set forth in the Original Agreement, that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: Mark A. Hammond 12/28/11
Mark A. Hammond, P.E., Director Date
Resource Management Division

PINELLAS COUNTY

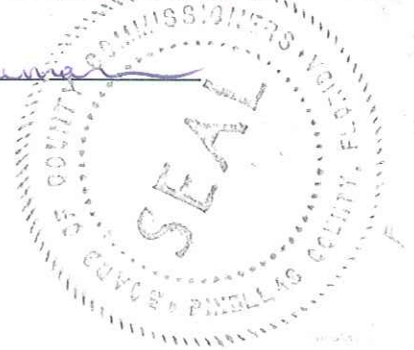
By: Susan Latvala 12-7-11
Susan Latvala, Chair Date
Board of County Commissioners

Approved as to form

By: [Signature]
Pinellas County Attorney

Attest: Ken Burke, Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PINELLAS COUNTY
FOR
LAKE SEMINOLE DREDGING PROJECT (N191)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	<u>rk/bm</u>	<u>10/10/11</u>
RISK MGMT	<u>N/A</u>	
CONTRACTS	<u>EPK</u>	<u>10/10/11</u>
DEPT DIRECTOR	<u>ED</u>	<u>10/14/11</u>
DEPUTY EXEC DIR	<u>N/A</u>	
GOVERNING BOARD	<u>N/A EPK</u>	