

RESOLUTION NO. 06 - 07

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ACCEPTING A GRANT IN THE AMOUNT OF \$400,000 FOR THE PURPOSE OF MAKING STORMWATER IMPROVEMENTS WITHIN THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, South Florida Water Management District approved funding through its budget process to support the development of a Stormwater Master Plan for the Village of Palmetto

WHEREAS, the Village accepted the final report and recommendations of the Stormwater Master Plan and authorized its implementation to protect surface water quality and reduce flooding within the Village in December 2004; and

WHEREAS, the Village desires to make drainage improvements to sub-basin #1, 2, and 4 in accordance with the Village's Stormwater Master Plan; and,

WHEREAS, the South Florida Water Management District has grant funding available to perform Stormwater drainage improvements within the Village of Palmetto Bay; and


WHEREAS, the South Florida Water Management District has agreed to provide grant funding in the amount of \$400,000 for these purposes.

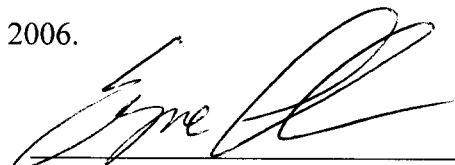
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village Manager is authorized to accept this grant and execute an agreement for the provision of these services.

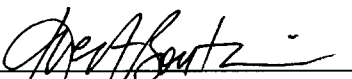
Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 9th day of January, 2006.

Attest: 
Meghan Pier
Village Clerk


Eugene P. Flinn, Jr.
Mayor

READ AND APPROVED AS TO FORM:


Eve Boutsis
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller YES

Council Member Paul Neidhart YES

Council Member John Breder YES

Vice-Mayor Linda Robinson YES

Mayor Eugene P. Flinn Jr. YES

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ORIGINAL



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT**

AGREEMENT NO. OT050654

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

VILLAGE OF PALMETTO BAY

THIS AGREEMENT is entered into as of the APR 20 2005 by and between the South Florida Water Management District (**DISTRICT**) and the Village Of Palmetto Bay (**VILLAGE**).

WHEREAS, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **VILLAGE** for Sub-Basin #7 Drainage Improvement Project; and

WHEREAS, the **VILLAGE** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT** at its March 9, 2005 meeting, approved entering into this **AGREEMENT** with the **VILLAGE**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **VILLAGE** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities to modify/upgrade the existing catch basins and construct additional catch basins and an exfiltration trench.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of two (2) years.
3. The total **DISTRICT** contribution shall not exceed the amount of Four Hundred Thousand Dollars and No Cents (\$400,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$400,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to 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 **VILLAGE** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **VILLAGE** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **VILLAGE** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **VILLAGE** shall cost share in the total amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00) in conformity with the laws and regulations governing the **VILLAGE**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **VILLAGE** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **VILLAGE** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
7. The **VILLAGE** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **VILLAGE** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT**'s Project Manager. The **VILLAGE** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **VILLAGE** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **VILLAGE** shall have joint ownership rights to 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 other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **VILLAGE** under this **AGREEMENT** shall be deemed to be the property of the **VILLAGE** upon completion of this **AGREEMENT**. The **VILLAGE** shall retain all ownership to tangible property.
9. The **VILLAGE**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **VILLAGE** and the officers, employees, servants and agents thereof. The **VILLAGE** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **VILLAGE**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **VILLAGE** subcontracts any part or all of the work hereunder to any third party, the **VILLAGE** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **VILLAGE**. Any contract awarded by the **VILLAGE** shall include a provision whereby the **VILLAGE**'s subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **VILLAGE**'s subcontract.
10. The **VILLAGE** 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.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **VILLAGE**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not

assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **VILLAGE**, 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 **VILLAGE**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **VILLAGE** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **VILLAGE** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **VILLAGE** 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 **VILLAGE**.
16. The **VILLAGE** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **VILLAGE** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The **VILLAGE** 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 be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.

B. Examination of Records: The **DISTRICT** or 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 (5) years from the expiration date of this **AGREEMENT**.

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 **VILLAGE** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **VILLAGE** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **VILLAGE** as set forth in Exhibit "C". The **VILLAGE** shall maintain all financial/non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **VILLAGE's** financial and non-financial records to the extent necessary to monitor the **VILLAGE's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Attn: Evan Skornick, Project Manager
Telephone No. (305) 377-7274 ext. 7290

Attn: Rupert Giroux, Contract Specialist
Telephone No. (561) 682-2532

Address:
P.O. Box 24680
3301 Gun Club Road
West Palm Beach, FL 33416-4680

Village of Palmetto Bay

Attn: Ron Williams, Project Manager
Telephone No. (305) 259-1234

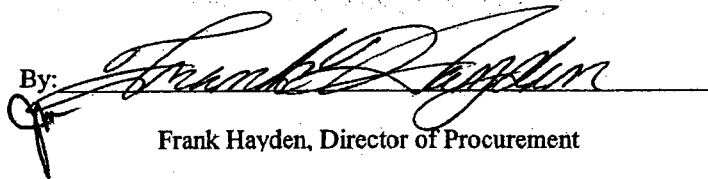
Address:
8950 SW 152nd Street
Palmetto Bay, FL 33157

19. **VILLAGE** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **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.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. 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.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties 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.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.

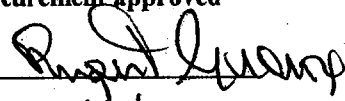
26. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 - 24
 - (b) Exhibit "A" Statement of Work
 - (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: 
Frank Hayden, Director of Procurement

SFWMD procurement approved

By: 
Date: 4/4/05

VILLAGE OF PALMETTO BAY

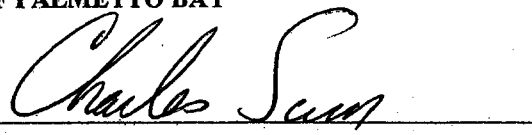
By: 
Title: Village Manager

EXHIBIT "B"
PAYMENT AND DELIVERABLES SCHEDULE

Total payment by the District to the Village shall not exceed the amount of **\$400,000.00***** All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the Village within the not-to-exceed amounts specified below in accordance with Article 3 of the Agreement. Payment by the District is further subject to receipt of quarterly progress reports and financial statements from the Village with documentation to demonstrate completion of each project task in accordance with Exhibit "A" Statement of Work requirements. The Village is responsible for reviewing and approving deliverables to ensure that project objectives are met. The Village is also responsible for project management, budget management and quality control.

Task	Deliverable	Due Date*	DISTRICT** Not-to-Exceed Payment	Total Cost
Task 1: Engineering Design and Permitting	Summary Letter Report including submittal of surveys, 100% engineering design plans, cost estimates and other information described in task number 1.	8 months	\$60,000.00	\$60,000.00
Task 2: Preparation of Bid Documents and Specifications	Summary Letter Report of bid documents and specifications including submittal of the information described in task number 2.	10 months	\$20,000.00	\$20,000.00
Task 3: Construction, Construction Monitoring and Reporting	Work documents and information described in task number 3.	22 months Pay requests may be submitted on a quarterly basis.	\$300,000.00	\$480,000.00
Task 4: Construction Certification	Final certification and as-built drawings upon completion of construction and an Operations and Maintenance Plan	24 months	\$20,000.00	\$40,000.00
Not-to-Exceed Total Payment			\$400,000.00***	\$600,000.00

* All dates are referenced from the date of contract execution.

** The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the Village are less than the not-to-exceed for a particular task, the Village shall have the right to apply the unexpended balance towards a subsequent task. The Village shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$400,000.00*** as specified above.

*** Budgeted funding for this project through State Appropriation is equal to \$200,000.00. An additional \$200,000.00 in ad valorem funds may be added to this contract pending availability of said funds and completion of a budget amendment. In the case that said funds do not become available, or an amount less than \$200,000.00 is made available for this purpose, the stated total obligation of the District shall not exceed either \$200,000.00 or an amount equal to \$200,000.00 plus the amount of ad valorem funds budgeted for this project.

EXHIBIT C

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:

Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
	Department of Environmental Protection	2004-2005	37.039	Water Resource Management	\$200,000.00	2064A
Total Award					\$200,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

EXHIBIT "A"
STATEMENT OF WORK
VILLAGE OF PALMETTO BAY
SUB-BASIN #7 DRAINAGE IMPROVEMENT PROJECT

INTRODUCTION

The Village of Palmetto Bay (Village) Flood Mitigation Project (Project) was partially funded by the 2004/2005 State Legislature General Appropriation Act funds from the Florida Department of Environmental Protection (FDEP) through Special Appropriation 2064A. Additional funding may be provided, pending availability of funds and budget transfer, by Fiscal Year 2005 Ad Valorem Funds collected by the South Florida Water Management District. These funds are administered through the South Florida Water Management District (District) and dispersed and managed at the local level.

The Village is located within the southeast portion of Miami-Dade County and is roughly bounded by SW 136th Street to the north, SW 184th Street to the south, U.S. Highway 1 to the west and Biscayne Bay to the east. Hydrologically, the Village falls within the C-100 Drainage Basin, also known as the Cutler Drainage Basin. There are four main canals within this basin: the C-100, C-100A, C-100B and C-100C Canals. The C-100 drains directly to Biscayne Bay, while the other three act as tributaries to the C-100. Historically, these canals provided three main functions to the Basin: 1) flood protection, 2) water supply for irrigation, and 3) maintenance of groundwater to prevent saltwater intrusion.

The existing drainage system throughout the Village has consisted primarily of roadside inlets connected to outfalls to the canals and Biscayne Bay. When this area was originally developed, the flood criteria at that time was insufficient to meet the changes in hydrology brought about by development over the following years. In some cases, the outfall structures are no longer discharging, or are undersized for the volume they are expected to handle. The system provides poor levels of flood protection and provides little, if any, treatment of storm runoff. There are structures in disrepair and in need of immediate replacement. The poor levels of flood protection are mainly the result of low grades and poor conveyance that impede positive drainage during a storm. Additionally, the area is impacted by tidal influences that are regularly observed in areas in close proximity to the Bay. This undesirable scenario potentially lends itself to short and long term flooding conditions within the Village, and as a consequence of these deficient conditions, the area experiences frequent flooding.

The Village has developed a multi-phased Stormwater Master Plan (Plan), which was adopted by the Village Council. The Village recognized the need to address its stormwater challenges through the implementation of this Plan.

OBJECTIVE

The objective of the Project is to improve the Village's stormwater capabilities by providing a positive drainage system to surface waterways in the geographic area. The Project will provide for improved flood protection while providing water quality treatment of storm runoff prior to discharge through typical treatment methods and cost effective available technologies. All improvements within the Project are described in Section 3.0 of this Statement of Work.

SCOPE OF WORK

Drainage sub-basin #7 is located between SW 144th Street and SW 148th Drive, and between SW 83rd and 87th Avenues, within the Village of Palmetto Bay. This project will consist of 1) modifications/upgrades to existing catch basins, such as providing sediment traps and pollution retardant baffles to protect the existing exfiltration trench and canal outfalls, and 2) the construction of additional catch basins and an exfiltration trench at low points in the roadway swales of the sub-basin and connection to drainage wells. New facilities will consist of approximately 950 linear feet of exfiltration trench, 220 feet of 15" drainage pipe, 4 drainage wells and 14 catch basins.

The Village shall be responsible for the satisfactory completion of work under this Statement of Work. This Statement of Work will focus on activities that include the following tasks:

- Task 1: Engineering Design and Permitting**
- Task 2: Preparation of Bid Documents and Specifications**
- Task 3: Construction, Construction Monitoring/Monthly Reports**
- Task 4: Construction Certification**

The Project will meet the regulatory requirements of all government agencies with permitting jurisdiction.

WORK BREAKDOWN STRUCTURE

At the end of each task, the Village shall deliver Three (3) copies of the task deliverables to the District. The District shall distribute the copies to the FDEP for its information and use. The District shall distribute the project summary including estimated cost to the designated coordinator for the Local Mitigation Strategies Group for its information and use.

Project Management

The Village is responsible for project management, budget management and quality control. The Village is responsible for reviewing and approving deliverables from the consultant to ensure that the project objectives are met.

Task 1: Engineering Design and Permitting

- Prepare and submit to the District 100% engineering plans
- Prepare and submit to the District construction costs estimates for the proposed work.
- Submit to the District proof of application for applicable permits.

Deliverables: Summary Letter Report including submittal of surveys, 100% engineering design plans, cost estimates and other information described in this task number 1.

Task 2: Preparation of Bid Documents and Specifications

- Prepare and submit to the District Bid Documents.

- Prepare and submit to the District specifications.
- Advertise Bid and conduct pre-bid meeting.
- Receive and open bids.
- Prepare bid tabulations and evaluate for successful bidder.
- Award Bid.
- Prepare and submit to the District bid and contract award documents.

Deliverables: Summary Letter Report of bid documents and specifications including submittal of the information described in this task number 2.

Task 3: Construction, Construction Monitoring/Quarterly Reports

- Submit project summary with final engineer's cost estimate.
- Observe the construction of the project and submit progress reports and construction invoices.
- Construct improvements as identified in 100% design plans, specifications and applicable permits.
- Prepare and submit to District construction schedule(s), quarterly construction progress reports, quarterly pay requests, and quarterly updated construction project schedules.

Deliverables: Submit to District work documents and information described in this task 3.

Task 4: Construction Certification

- Provide final certification and as-built drawings upon completion of construction.

Deliverables: Provide to the District final certification and as-built drawings upon completion of construction.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

OT050654-A01

AMENDMENT NO. 01

TO AGREEMENT NO. OT050654

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

VILLAGE OF PALMETTO BAY

This **AMENDMENT NO. 01**, entered into on _____, to that **AGREEMENT** dated April 20, 2005 between "the Parties," the South Florida Water Management District (**DISTRICT**), and Village of Palmetto Bay (**VILLAGE**).

WITNESSETH THAT:

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

WHEREAS, the parties wish to amend the **AGREEMENT** in order to amend the Statement of Work, and revise the Payment and Deliverables Schedule;

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

1. This **AMENDMENT NO. 01** shall be at no additional cost to the **DISTRICT**.
2. The Statement of Work is hereby revised to include Exhibit "A1" attached hereto and made a part of this **AGREEMENT**.
3. The Payment and Deliverables Schedule is also hereby replaced in its entirety in accordance with Exhibit "B1", attached hereto and made a part of this **AMENDMENT NO. 01**.
4. All other terms and conditions of the **AGREEMENT**, as amended, remain unchanged.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AMENDMENT NO. 01 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Frank Hayden, Procurement Director

SFWMD PROCUREMENT APPROVED

dmz
By: *Richard Quon*
Date: *12/2/05*

VILLAGE OF PALMETTO BAY

By: *Charles Sum*

Title: *Village Manager*

EXHIBIT "A1"
STATEMENT OF WORK
VILLAGE OF PALMETTO BAY
SUB-BASINS #1, 2 and 4 DRAINAGE IMPROVEMENTS PROJECT

1) Change Document Title to Read:

SUB-BASINS #1, 2 and 4 DRAINAGE IMPROVEMENTS PROJECT

2) Change 1st paragraph of the section titled "Introduction" to read:

The Village of Palmetto Bay (Village) Flood Mitigation Project (Project) was partially funded by the 2004/2005 State Legislature General Appropriation Act funds from the Florida Department of Environmental Protection (FDEP) through Special Appropriation 2064A. Additional funding has been provided, by Fiscal Year 2006 Ad Valorem Funds collected by the South Florida Water Management District (District). These funds are administered through the District and dispersed and managed at the local level.

3) Change the 1st paragraph of the section titled "Scope of Work" to read:

Drainage sub-basins #1, 2 and 4 are located in the area of SW 164th Street, between SW 89th Court and SW 87th Avenue within the Village of Palmetto Bay. The drainage system for SW 164th Street will be designed to accommodate future connections from side streets in these sub-basins. Furthermore, the drainage improvements will be designed in accordance with the Village's Stormwater Master Plan. This project will consist of the construction of catch basins and exfiltration trenches at low points in the roadway swales of the sub-basins and connection of Sub-basin #2 to two outfall pipes extending to the C-100 Canal. Additionally, existing catch basins will be modified or reconstructed as required to provide sediment traps and pollutant retardant baffles to protect the exfiltration trench and canal outfalls.

EXHIBIT "B1"
PAYMENT AND DELIVERABLES SCHEDULE

This Exhibit "B1" supersedes Exhibit "B" of agreement OT050654 in its entirety. Total payment by the District shall not exceed the amount of **\$400,000.00**. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the Village within the not-to-exceed amounts specified below in accordance with Article 3 of the Agreement. Payment by the District is further subject to receipt of quarterly progress reports and financial statements from the Village with documentation to demonstrate completion of each project task in accordance with Exhibit "A" Statement of Work requirements, as amended by Exhibit "A1". The Village is responsible for reviewing and approving deliverables from the consultant to ensure that project objectives are met. The Village is also responsible for project management, budget management and quality control with the consultant.

Task	Deliverable	Due Date*	DISTRICT** Not-to-Exceed Payment
Task 1: Engineering Design and Permitting	Summary Letter Report including submittal of surveys, 100% engineering design plans, cost estimates and other information described in task number 1.	1 months	\$60,000.00
Task 2: Preparation of Bid Documents and Specifications	Summary Letter Report of bid documents and specifications including submittal of the information described in task number 2.	1 months	\$20,000.00
Task 3: Construction, Construction Monitoring and Reporting	Work documents and information described in task number 3.	No later than 5 months	\$300,000.00
Task 4: Construction Certification	Final certification and as-built drawings upon completion of construction and an Operations and Maintenance Plan	No later than 6 months	\$20,000.00
Not-to-Exceed Total Payment			400,000.00***

* All dates are referenced from the date of execution of this amendment.

** The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by the Village are less than the not-to-exceed for a particular task, the Village shall have the right to apply the unexpended balance towards a subsequent task. The Village shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$400,000.00 as specified above.

*** Budgeted funding for this project through State Appropriation is equal to \$200,000.00. An additional \$200,000.00 in ad valorem funds has been added to this contract. The total project cost is estimated to exceed \$600,000, thus requiring a source of matching funds to be provided by the Village at the minimum level of \$200,000.